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201006010366 22 PGS  
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SNOHOMISH COUNTY, WASHINGTON

19,358.243  
141,752.0873  
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Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

**Document Title(s)** (or transactions contained therein): (all areas applicable to your document must be filled in)

Statutory Warranty Deed

5305028  
INSURED BY  
CHICAGO TITLE

**Reference Number(s) of Documents assigned or released:**

**Grantor(s)** (Last name, first name, initials)

Paramount of Washington, LLC

**Grantee(s)** (Last name first, then first name and initials)

BSRE Point Wells, LP

**Legal description** (abbreviated: i.e. lot, block, plat or section, township, range)

PORTION SOUTHWEST QUARTER OF & PORTION GOVERNMENT LOT 3 &  
GOVERNMENT LOT 4, IN 35-27-3, TOGETHER WITH LOTS 3 & 4, EDMONDS  
TIDELANDS

**Assessor's Property Tax Parcel/Account Number**

270335-003-011-00; 270335-003-027-00; 270335-003-028-00; 270335-030-00;  
270335-003-038-00; 270335-003-039-00; 270335-003-040-00

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

No. 5653580 6/1/2010 2:26 PM  
Thank you for your payment.  
PAT

2,528.28

4/2245

### STATUTORY WARRANTY DEED

PARAMOUNT OF WASHINGTON, LLC, a Delaware limited liability company whose address is 14700 Downey Ave., Paramount, CA 96723 ("Grantor"), for valuable consideration paid, conveys and warrants to BSRE POINT WELLS, LP, a Delaware limited partnership ("Grantee"), the following described real property situated in Snohomish County, State of Washington:

See Exhibit A attached hereto; together with all after-acquired title of Grantor limited to or related to the aforesaid interests in the described real property.

Such conveyance is free of encumbrances except as specifically set forth as follows:

See Exhibit B attached hereto.

DATED this 1st day of June, 2010.

GRANTOR:

PARAMOUNT OF WASHINGTON, LLC

By: 

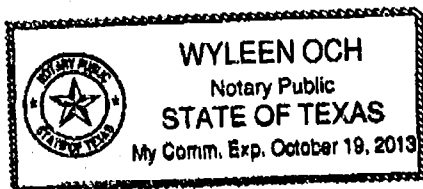
Printed Name: Harlin R. Dean

Title: Vice President

STATE OF Texas )  
 )  
COUNTY OF Dallas )

I certify that I know or have satisfactory evidence that Harlin R. Dean is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it as the Vice President of PARAMOUNT OF WASHINGTON, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: May 27, 2010



Wyleen Och  
Notary Public in and for the State of Texas  
Printed Name: Wyleen Och  
My appointment expires: 10-19-2013

**EXHIBIT A**

**Description of Real Property**

See attached Description of Real Property.



## EXHIBIT A

### Description of Real Property

"Real Property" includes that certain parcel or parcels of real property described on the legal description attached hereto as Exhibit A-1, together with all right, title and interest, if any, in and to the appurtenances pertaining thereto, including but not limited to the right, title and interest in and to the adjacent streets, alleys, roadways and right-of-ways (including the real property rights-of-way and related easements over the railroad tracks adjoining such real property and the related trestles), and any easement rights, air rights, development rights, subsurface development rights and water rights, but EXCLUDING (a) all buildings, structures, fixtures, pipelines, tanks, equipment, fencing, docks, piers and other improvements or replacements thereof now or hereafter located on such real property, (b) any personal property situated thereon, and (c) the Aquatic Lands Lease No. 20-013465, between the State of Washington, acting through the Department of Natural Resources, and Paramount of Washington, LLC (as assignee of Chevron, U.S.A., Inc.).

**EXHIBIT A-1**

**Legal Description**

See attached Legal Description.

**PARCEL A:**

ALL THAT PORTION OF GOVERNMENT LOT 3, LYING WESTERLY OF THE WESTERLY RIGHT OF WAY MARGIN OF THAT CERTAIN STRIP OF LAND CONVEYED TO SEATTLE AND MONTANA RAILWAY COMPANY (NOW KNOWN AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION) BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 6220 AND OF TIDE LAND LOT 3, ACCORDING TO THE MAP ON FILE IN OLYMPIA, WASHINGTON, ENTITLED "PLAT OF TIDE LANDS OF THE FIRST CLASS AT THE TOWN OF EDMONDS," SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, LYING NORTHERLY OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WESTERLY LINE OF THAT CERTAIN STRIP OF LAND CONVEYED TO SEATTLE AND MONTANA RAILWAY COMPANY NOW KNOWN AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 6220, A DISTANCE OF 1708.20 FEET NORTH OF THE SOUTH BOUNDARY OF SAID SECTION 35 AS PRODUCED FROM THE SOUTHEAST CORNER OF SAID SECTION THROUGH THE SOUTH QUARTER CORNER OF THE SOUTH LINE OF SAID SECTION;  
THENCE SOUTH  $22^{\circ} 54' 45''$  WEST ALONG THE WESTERLY LINE OF SAID RIGHT OF WAY A DISTANCE OF 272.27 FEET TO THE TRUE POINT OF BEGINNING OF THE LINE HEREIN DESCRIBED;  
THENCE NORTH  $76^{\circ} 34' 18''$  WEST 657.50 FEET;  
THENCE SOUTH  $0^{\circ} 12' 17''$  WEST, 193.15 FEET;  
THENCE NORTH  $87^{\circ} 02' 52''$  WEST, 381.34 FEET;  
THENCE NORTH  $75^{\circ} 41' 33''$  WEST TO WEST LINE OF SAID TIDELAND LOT 3 AND THE TERMINUS OF THE LINE HEREIN DESCRIBED.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

**PARCEL D:**

THAT CERTAIN PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND OF GOVERNMENT LOTS 3 AND 4, SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., AND OF LOTS 3 AND 4, EDMONDS TIDE LANDS, ACCORDING TO THE MAP ON FILE IN OLYMPIA, WASHINGTON ENTITLED 'PLAT OF TIDE LANDS OF THE FIRST CLASS AT THE TOWN OF EDMONDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THAT CERTAIN STRIP OF LAND CONVEYED TO SEATTLE & MONTANA RAILWAY COMPANY NOW KNOWN AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 5277 WHICH IS 748 FEET NORTH OF THE SOUTH LINE OF SAID SECTION, SAID POINT HAVING BEEN LOCATED BY GARDNER, GARDNER AND FISCHER, INC., CIVIL ENGINEERS, AS BEARING NORTH  $0^{\circ} 02' 39''$  EAST ALONG THE NORTH AND SOUTH QUARTER SECTION LINE, 748.00 FEET AND NORTH  $89^{\circ} 30' 46''$  WEST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 1381.93 FEET FROM THE QUARTER SECTION CORNER IN THE SOUTH LINE OF SAID SECTION;

THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF SAID BURLINGTON NORTHERN RAILWAY RIGHT OF WAY 200 FEET, TO A POINT WHICH IS 560.46 FEET NORTH AND 1393.68 FEET WEST OF SAID QUARTER SECTION CORNER;  
 THENCE NORTH 89°30'46" WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 695.97 FEET TO THE GOVERNMENT MEANDER LINE OF PUGET SOUND, SAID MEANDER LINE BEING THE EASTERLY LINE OF SAID LOT 4 SAID EDMONDS TIDE LANDS;  
 THENCE NORTH 46°58'20" WEST ALONG SAID MEANDER LINE 147.44 FEET;  
 THENCE NORTH 89°30'46" WEST 163.21 FEET TO THE WESTERLY LINE OF SAID LOT 4, EDMONDS TIDE LANDS;  
 THENCE NORTH 41°17'17" WEST ALONG SAID WESTERLY LINE, 86.16 FEET TO AN ANGLE POINT IN SAID LINE;  
 THENCE NORTH 11°48'43" EAST ALONG SAID WESTERLY LINE OF LOT 4, AND ALONG THE WESTERLY LINE OF LOT 3 OF SAID EDMONDS TIDE LANDS, 990.54 FEET TO AN ANGLE POINT IN SAID LINE;  
 THENCE NORTHEASTERLY ALONG THE SAID WESTERLY LINE OF SAID LOT 3, EDMONDS TIDE LANDS, 359.62 FEET, MORE OR LESS, TO THE MOST WESTERLY CORNER OF THE J. C. VAN ECK TRACT, AS ESTABLISHED BY DECREE ENTERED IN SNOHOMISH COUNTY TITLE REGISTRATION CAUSE NO. 5, ENTITLED J. C. VAN ECK, PLAINTIFF VS. DANIEL HINES (ET AL) DEFENDANTS;  
 THENCE SOUTH 67°05'15" EAST ALONG THE SOUTHWESTERLY LINE OF THE SAID VAN ECK TRACT, AS ESTABLISHED IN SAID CAUSE NO. 5, 986.73 FEET, TO A POINT IN THE SAID WESTERLY LINE OF SAID SEATTLE & MONTANA RAILWAY COMPANY'S RIGHT OF WAY;  
 THENCE SOUTHWESTERLY ALONG THE SAID WESTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING;

TOGETHER WITH TIDELANDS OF THE SECOND CLASS SITUATE IN FRONT OF, ADJACENT TO, OR ABUTTING UPON THE ABOVE DESCRIBED PORTION OF GOVERNMENT LOT 4, AS CONVEYED BY THE STATE OF WASHINGTON BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 758480.

EXCEPT THAT PORTION OF GOVERNMENT LOT 3 AND SAID TIDE LAND LOT 3, LYING NORTHERLY OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN RAILROAD DISTANT 1708.2 FEET NORTH OF THE SOUTH BOUNDARY OF SAID SECTION 35 AS PRODUCED FROM THE SOUTHEAST CORNER OF SAID SECTION THROUGH THE SOUTH QUARTER CORNER ON THE SOUTH LINE OF SAID SECTION;

THENCE SOUTH 22° 54'45" WEST ALONG THE WESTERLY RIGHT OF WAY LINE 272.27 FEET TO THE TRUE POINT OF BEGINNING OF THE LINE HEREIN DESCRIBED;

THENCE NORTH 76° 34'18" WEST 657.50 FEET;

THENCE SOUTH 0° 12'17" WEST, 193.15 FEET;

THENCE NORTH 87° 02'52" WEST, 381.34 FEET;

THENCE NORTH 75° 41'33" WEST TO WEST LINE OF SAID TIDELAND LOT 3 AND THE TERMINUS OF THE LINE HEREIN DESCRIBED.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

PARCEL E:

PARCEL 2 OF SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NUMBER 200405180215, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND OF GOVERNMENT LOT 4 AND OF VACATED HEBERLEIN ROAD, ACCORDING TO VOLUME 44 OF COMMISSIONER'S RECORDS, PAGE 44 AND OF A PORTION OF LOT 4, EDMONDS TIDE LANDS, ACCORDING TO THE MAP ON FILE IN OLYMPIA, WASHINGTON ENTITLED "PLAT OF TIDE LANDS OF THE FIRST CLASS AT THE TOWN OF EDMONDS", ALL IN SECTION 35, TOWNSHIP 27, RANGE 3 EAST, W.M., SAID PARCEL MORE PARTICULARLY DESCRIBED AS FOLLOWS: (THE BEARINGS OF THIS PARCEL DESCRIPTION ARE BASED ON THE WASHINGTON COORDINATE SYSTEM, NORTH ZONE, NAD 83-91)

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35;  
THENCE NORTH 01°11'56" EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION A DISTANCE OF 991.97 FEET (60 RODS BY DEED);  
THENCE NORTH 88°33'35" WEST A DISTANCE OF 943.19 FEET TO THE POINT OF BEGINNING OF THIS PARCEL DESCRIPTION;  
THENCE SOUTH 01°11'56" WEST A DISTANCE OF 455.24 FEET;  
THENCE SOUTH 88°33'35" EAST A DISTANCE OF 422.92 FEET;  
THENCE SOUTH 01°11'56" WEST A DISTANCE OF 20.00 FEET;  
THENCE SOUTH 88°33'35" EAST A DISTANCE OF 490.27 FEET TO THE WEST MARGIN OF 116TH AVENUE SW;  
THENCE SOUTH 01°11'56" WEST ALONG SAID MARGIN A DISTANCE OF 34.70 FEET;  
THENCE NORTH 88°33'35" WEST A DISTANCE OF 616.67 FEET;  
THENCE NORTH 01°11'56" EAST A DISTANCE OF 34.70 FEET;  
THENCE NORTH 88°33'35" WEST A DISTANCE OF 453.60 FEET;  
THENCE SOUTH 01°11'56" WEST A DISTANCE OF 259.23 FEET;  
THENCE NORTH 88°33'35" WEST A DISTANCE OF 153.56 FEET, MORE OR LESS, TO THE EASTERLY RIGHT OF WAY LINE OF THE SEATTLE AND MONTANA RAILWAY COMPANY, NOW KNOWN AS THE BURLINGTON NORTHERN SANTA FE RAILWAY AND A POINT HEREINAFTER KNOWN AS POINT "A";  
THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 05°29'24" WEST A DISTANCE OF 153.31 FEET;  
THENCE NORTH 01°36'06" WEST A DISTANCE OF 65.00 FEET TO THE BEGINNING OF A 1382.70 FOOT RADIUS TANGENT CURVE TO THE RIGHT;  
THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°46'17" AN ARC DISTANCE OF 525.40 FEET;  
THENCE NORTH 88°33'35" WEST A DISTANCE OF 1.50 FEET;  
THENCE NORTH 24°02'46" EAST A DISTANCE OF 265.00 FEET;  
THENCE SOUTH 31°23'34" EAST A DISTANCE OF 291.15 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH A PARCEL LYING WESTERLY OF SAID RAILWAY AND COMMENCING AT AFORESAID POINT "A";  
THENCE NORTH 88°33'35" WEST A DISTANCE OF 107.79 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID RAILWAY AND THE POINT OF BEGINNING;  
THENCE CONTINUING NORTH 88°33'35" WEST A DISTANCE OF 414.54 FEET, MORE OR LESS, TO THE GOVERNMENT MEANDER LINE;  
THENCE SOUTH 45°57'35" EAST ALONG SAID LINE A DISTANCE OF 14.77 FEET;  
THENCE NORTH 88°33'35" WEST A DISTANCE OF 240.88 FEET TO THE WESTERLY LINE OF SAID LOT 4 OF EDMONDS TIDE LANDS;  
THENCE NORTH 40°07'35" WEST ALONG SAID LINE A DISTANCE OF 551.68 FEET;  
THENCE SOUTH 88°33'35" EAST A DISTANCE OF 158.05 FEET TO SAID MEANDER LINE;  
THENCE SOUTH 45°57'35" EAST ALONG SAID LINE A DISTANCE OF 147.44 FEET;  
THENCE SOUTH 88°33'35" EAST A DISTANCE OF 710.85 FEET, MORE OR LESS TO SAID WESTERLY RIGHT OF WAY LINE AND THE BEGINNING OF A 1004.93 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°52'56" AN ARC DISTANCE OF 85.63 FEET;  
THENCE SOUTH 05°29'24" EAST A DISTANCE OF 219.22 FEET TO SAID POINT "A" AND THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

PARCEL F:

ALL THAT PORTION OF GOVERNMENT LOT 4, SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35;  
THENCE NORTH 0°21'27" EAST 247.50 FEET;  
THENCE NORTH 89°00' WEST ALONG THE NORTH LINE OF PROPERTY CONVEYED TO ELIZABETH JANE SPENCER BY DEED RECORDED IN VOLUME 5 OF DEEDS, PAGE 264, 1100.27 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;  
THENCE NORTH 10 FEET TO A POINT ON THE SOUTH LINE OF PROPERTY CONVEYED TO NORTH AMERICAN TERRA COTTA TILE BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 81850;  
THENCE NORTH 89°00' WEST ALONG THE SOUTH LINE OF SAID NORTH AMERICAN TERRA COTTA TILE PARCEL TO THE MEANDER LINE OF SAID SECTION 35;  
THENCE SOUTH 44°57'35" EAST, ALONG THE SAID MEANDER LINE 14.77 FEET TO A POINT WHICH IS 10 FEET SOUTH OF AND PARALLEL TO THE LINE LAST ABOVE DESCRIBED;  
THENCE SOUTH 89°00' EAST TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION OF SAID PREMISES LYING EASTERLY OF THE WESTERLY LINE OF THE SEATTLE & MONTANA RAILWAY COMPANY'S RIGHT OF WAY, NOW KNOWN AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION, AS CONVEYED BY DEEDS RECORDED UNDER AUDITOR'S FILE NUMBERS 5277 AND 120070;

TOGETHER WITH TIDELANDS OF THE SECOND CLASS SITUATE IN FRONT OF, ADJACENT TO, OR ABUTTING UPON THE ABOVE DESCRIBED PARCEL F, AS CONVEYED BY THE STATE OF WASHINGTON RECORDED UNDER AUDITOR'S FILE NUMBER 758480.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

PARCEL G:

ALL THAT PORTION OF GOVERNMENT LOT 4, SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., AND OF LOT 4 EDMONDS TIDELANDS ACCORDING TO THE MAP ON FILE IN OLYMPIA, WASHINGTON ENTITLED "PLAT OF TIDE LANDS OF THE FIRST CLASS AT THE TOWN OF EDMONDS, LYING WESTERLY OF THAT CERTAIN STRIP OF LAND CONVEYED TO SEATTLE & MONTANA RAILWAY COMPANY, NOW KNOWN AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 5662 AND SOUTH OF A LINE WHICH IS PARALLEL TO AND DISTANT 247.5 FEET NORTH OF THE SOUTH LINE OF SECTION 35 AS PRODUCED FROM THE SOUTHEAST CORNER OF SECTION 35 THROUGH THE QUARTER CORNER ON THE SOUTH LINE OF SAID SECTION;

EXCEPT THAT PORTION CONTAINED IN ORDER ADJUDICATING PUBLIC USE AND NECESSITY UNDER SNOHOMISH COUNTY SUPERIOR COURT CAUSE NO. 05-2-13678-1, AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35;

THENCE ALONG THE SOUTH LINE OF SAID SECTION, NORTH 88°33'35" WEST  
1306.22 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF THE BURLINGTON  
NORTHERN SANTE FE RAILWAY AND THE TRUE POINT OF BEGINNING;  
THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, NORTH 05°29'24" WEST  
221.33 FEET;  
THENCE NORTH 88°33'35" WEST 64.24 FEET;  
THENCE SOUTH 83°44'46" WEST 150.85 FEET;  
THENCE SOUTH 55°49'32" WEST 62.29 FEET;  
THENCE SOUTH 40°13'07" EAST 218.50 FEET TO SAID SOUTH LINE;  
THENCE ALONG SAID SOUTH LINE, SOUTH 88°33'35" EAST 145.84 FEET TO THE  
TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

## **EXHIBIT B**

### **Permitted Title Exceptions**

See attached Permitted Title Exceptions.



**EXHIBIT B - PERMITTED TITLE EXCEPTIONS**

1. RIGHT GRANTED TO SEATTLE & MONTANA RAILWAY COMPANY TO GO UPON LAND ADJACENT TO SAID RAILWAY AND CUT DOWN ALL TREES DANGEROUS TO THE OPERATION OF SAID RAILWAY AS GRANTED IN DEEDS RECORDED UNDER AUDITOR'S FILE NUMBERS 5277 AND 5662.

AFFECTS: ALL PARCELS

2. EXCEPTIONS AND RESERVATIONS CONTAINED IN DEED FROM THE STATE OF WASHINGTON, WHEREBY THE GRANTOR EXCEPTS AND RESERVES ALL OIL, GASES, COAL, ORES, MINERALS, FOSSILS, ETC., AND THE RIGHT OF ENTRY FOR OPENING, DEVELOPING AND WORKING THE SAME AND PROVIDING THAT SUCH RIGHTS SHALL NOT BE EXERCISED UNTIL PROVISION HAS BEEN MADE FOR FULL PAYMENT OF ALL DAMAGES SUSTAINED BY REASON OF SUCH ENTRY; RECORDED UNDER RECORDING NUMBER 127046.

AFFECTS: PARCEL G.

3. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: GREAT NORTHERN RAILWAY COMPANY, A MINNESOTA CORPORATION

PURPOSE: A RIGHT OF WAY FOR THE CONSTRUCTION, MAINTENANCE AND OPERATION OF A RAILROAD TRACK

AREA AFFECTED: AS PICTURED THEREIN

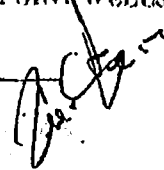
RECORDED: JULY 31, 1915

RECORDING NUMBER: 213070

AFFECTS: ALL PARCELS

THE DESCRIPTION CONTAINED THEREIN IS NOT SUFFICIENT TO DETERMINE ITS EXACT LOCATION WITHIN THE PROPERTY HEREIN DESCRIBED.

BSRE POINT WELLS, LA



**EXHIBIT B - PERMITTED TITLE EXCEPTIONS**

4. UNRECORDED EASEMENT FOR OVERHEAD LINE OF POLES ON A SOUTHERLY PORTION OF PARCEL E AS DISCLOSED BY BASEMENT RECORDED UNDER AUDITOR'S FILE NUMBER 433520 GRANTED TO PUGET SOUND POWER & LIGHT COMPANY ON PROPERTY ADJACENT TO PARCEL E.

5. EXCEPTIONS AND RESERVATIONS CONTAINED IN DEED FROM THE STATE OF WASHINGTON, WHEREBY THE GRANTOR EXCEPTS AND RESERVES ALL OIL, GASES, COAL, ORES, MINERALS, FOSSILS, ETC., AND THE RIGHT OF ENTRY FOR OPENING, DEVELOPING AND WORKING THE SAME AND PROVIDING THAT SUCH RIGHTS SHALL NOT BE EXERCISED UNTIL PROVISION HAS BEEN MADE FOR FULL PAYMENT OF ALL DAMAGES SUSTAINED BY REASON OF SUCH ENTRY; RECORDED UNDER RECORDING NUMBER 499310.

RIGHT OF STATE OF WASHINGTON OR ITS SUCCESSORS, SUBJECT TO PAYMENT OF COMPENSATION THEREFOR, TO ACQUIRE RIGHTS OF WAY FOR PRIVATE RAILROADS, SKID ROADS, FLUMES, CANALS, WATER COURSES OR OTHER EASEMENTS FOR TRANSPORTING AND MOVING TIMBER, STONE, MINERALS AND OTHER PRODUCTS FROM THIS AND OTHER PROPERTY, AS RESERVED IN DEED REFERRED TO ABOVE.

AFFECTS: PARCEL G.

6. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: GREAT NORTHERN RAILWAY COMPANY

PURPOSE: RAILWAY TRACK OR TRACKS

AREA AFFECTED: PORTION OF PARCEL A

RECORDED: AUGUST 31, 1939

RECORDING NUMBER: 655816

7. EXCEPTIONS AND RESERVATIONS CONTAINED IN DEED FROM THE STATE OF WASHINGTON, WHEREBY THE GRANTOR EXCEPTS AND RESERVES ALL OIL,

**EXHIBIT B - PERMITTED TITLE EXCEPTIONS**

GASES, COAL, ORES, MINERALS, FOSSILS, ETC., AND THE RIGHT OF ENTRY FOR OPENING, DEVELOPING AND WORKING THE SAME AND PROVIDING THAT SUCH RIGHTS SHALL NOT BE EXERCISED UNTIL PROVISION HAS BEEN MADE FOR FULL PAYMENT OF ALL DAMAGES SUSTAINED BY REASON OF SUCH ENTRY; RECORDED UNDER RECORDING NUMBER 758480.

RIGHT OF STATE OF WASHINGTON OR ITS SUCCESSORS, SUBJECT TO PAYMENT OF COMPENSATION THEREFOR, TO ACQUIRE RIGHTS OF WAY FOR PRIVATE RAILROADS, SKID ROADS, FLUMES, CANALS, WATER COURSES OR OTHER EASEMENTS FOR TRANSPORTING AND MOVING TIMBER, STONE, MINERALS AND OTHER PRODUCTS FROM THIS AND OTHER PROPERTY, AS RESERVED IN DEED REFERRED TO ABOVE.

AFFECTS: PARCELS D, E AND F.

8. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY

PURPOSE: UNDERGROUND AND/OR OVERHEAD ELECTRIC TRANSMISSION AND DISTRIBUTION LINE

AREA AFFECTED: THAT PORTION OF A STRIP OF LAND 10 FEET IN WIDTH LYING 5 FEET ON EACH SIDE OF THE CENTERLINE OF THE ELECTRICAL FACILITIES SITUATED THEREIN AND LOCATED APPROXIMATELY AS SHOWN IN SAID EASEMENT

RECORDED: MARCH 18, 1985

RECORDING NUMBER: 8503180060

AFFECTS: PORTION OF PARCEL E.

9. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

**EXHIBIT B - PERMITTED TITLE EXCEPTIONS**

GRANTEE: OLYMPIC VIEW WATER & SEWER DISTRICT

PURPOSE: WATER MAINS AND APPURTENANCES THERETO AND FOR  
OTHER UTILITIES

AREA AFFECTED: PORTION OF PARCEL E

RECORDED: JUNE 12, 1992

RECORDING NUMBER: 9206120018

10. AFFIDAVIT OF BOUNDARY LINE ADJUSTMENT AND THE TERMS AND  
CONDITIONS THEREOF:

DATED: DECEMBER 13, 1993

RECORDED: DECEMBER 15, 1993

RECORDING NUMBER: 9312150516

11. MATTERS DISCLOSED BY SURVEY RECORDED UNDER RECORDING NUMBER  
9312150516, AS FOLLOWS:

- A. UNRECORDED EASEMENT FOR SPUR TRACKS
- B. TWO RAMPS CROSSING RAILROAD RIGHT OF WAY

AFFECTS: D, E, F, AND G

12. MATTERS DISCLOSED BY SURVEY RECORDED UNDER RECORDING NUMBER  
9408035005, IN VOLUME 43 OF SURVEYS, PAGE(S) 101, AS FOLLOWS:

- A. FOUR SEPARATE PORTIONS OF BED OF PUGET SOUND AND  
UNPLATTED FIRST CLASS TIDELANDS BEING LEASED FROM  
THE STATE OF WASHINGTON.
- B. ENCROACHMENT OF WHARF AND DOCK EXTENDING ONTO  
LEASED AREAS NOT A SUBJECT OF THIS COMMITMENT.

BSRE POINT WELLS, LP

## **EXHIBIT B - PERMITTED TITLE EXCEPTIONS**

- C. QUESTION OF OWNERSHIP OF DOLPHIN LYING WESTERLY OF THE INNER HARBOR LINE.

AFFECTS: PARCELS A, D, AND E

13. QUESTION OF LOCATION OF LATERAL BOUNDARIES OF SAID SECOND CLASS TIDELANDS OR SHORELANDS.

AFFECTS: PARCELS D, E, F AND G.

14. ANY QUESTION OF LOCATION IN BOUNDARIES OF SUBJECT PROPERTY OF THE SECOND CLASS TIDELANDS AS CONVEYED BY DEEDS RECORDED UNDER AUDITOR'S FILE NUMBERS 127046, 499310 AND 758480.

AFFECTS: PARCELS D, E, F AND G

15. ANY PROHIBITION OR LIMITATION OF USE, OCCUPANCY OR IMPROVEMENT OF THE LAND RESULTING FROM THE RIGHTS OF THE PUBLIC OR RIPARIAN OWNERS TO USE ANY PORTION WHICH IS NOW OR HAS BEEN FORMERLY COVERED BY WATER.

AFFECTS: PARCELS A, D, E, F AND G.

16. PARAMOUNT RIGHTS AND EASEMENTS IN FAVOR OF THE UNITED STATES FOR COMMERCE, NAVIGATION, FISHERIES AND THE PRODUCTION OF POWER.

AFFECTS: PARCELS A, D, E, F AND G.

17. BASEMENT AND THE TERMS AND CONDITIONS THEREOF:

**EXHIBIT B - PERMITTED TITLE EXCEPTIONS**

GRANTEE: OLYMPIC VIEW WATER AND SEWER DISTRICT

PURPOSE: WATER MAINS AND APPURTENANCES

AREA AFFECTED: PORTION OF PARCEL E

RECORDED: MARCH 29, 1996

RECORDING NUMBER: 9603290025

18. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BETWEEN: CHEVRON USA, INC., A PENNSYLVANIA CORPORATION

AND: LAWRENCE MICHAEL INVESTMENTS, LLC, A WASHINGTON LIMITED  
LIABILITY COMPANY

RECORDED: NOVEMBER 10, 1999

RECORDING NUMBER: 199911100667

REGARDING: EASEMENT FOR STORM DRAIN AND UTILITY PURPOSES

AFFECTS: PARCELS D AND E

19. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN STATUTORY  
WARRANTY DEED INCLUDING REMEDIATION AND CLEANUP:

RECORDED: MARCH 1, 2005

RECORDING NUMBER: 200503011232

20. MEMORANDUM OF ACCESS RIGHTS AND THE TERMS, CONDITIONS AND  
PROVISIONS CONTAINED THEREIN:

**EXHIBIT B - PERMITTED TITLE EXCEPTIONS**

RECORDED: MARCH 1, 2005

RECORDING NUMBER: 200503011239

21. EASEMENT AGREEMENT REGARDING INGRESS AND EGRESS AND ROADWAY IMPROVEMENTS AND THE TERMS, CONDITIONS AND PROVISIONS CONTAINED THEREIN:

RECORDED: JUNE 27, 2006

RECORDING NUMBER: 200606271070

22. EASEMENT CONTAINED IN AGREED ORDER ADJUDICATING PUBLIC USE AND NECESSITY IN SNOHOMISH COUNTY SUPERIOR COURT AND THE TERMS AND CONDITIONS THEREOF:

IN FAVOR OF: KING COUNTY, A COUNTY OF THE STATE OF WASHINGTON

PURPOSE: PIPELINE FOR OUTFALL AND ITS CONSTRUCTION, OPERATION AND MAINTENANCE

AREA AFFECTED: PORTION OF PARCELS D, E AND F

CAUSE NUMBER: 05-2-13678-1

23. EASEMENT CONTAINED IN ORDER ADJUDICATING PUBLIC USE AND NECESSITY IN SNOHOMISH COUNTY SUPERIOR COURT AND THE TERMS AND CONDITIONS THEREOF:

BSRE POINT WELLS, LP

**EXHIBIT B - PERMITTED TITLE EXCEPTIONS**

IN FAVOR OF: KING COUNTY, A COUNTY OF THE STATE OF WASHINGTON

PURPOSE: TEMPORARY CONSTRUCTION EASEMENT USED FOR CONSTRUCTION OF THE FACILITIES INCLUDING THE OUTFALL PIPELINE, THE TUNNEL PORTAL, OUTFALL FACILITIES AND FOR TRANSPORTATION AND REMOVAL OF SPOILS FROM CONSTRUCTION

AREA AFFECTED: CAUSE NUMBER: PORTION OF PARCELS D, E AND F

CAUSE NUMBER: 05-2-13678-1

24. EASEMENT CONTAINED IN ORDER ADJUDICATING PUBLIC USE AND NECESSITY IN SNOHOMISH COUNTY SUPERIOR COURT AND THE TERMS AND CONDITIONS THEREOF:

IN FAVOR OF: KING COUNTY, A COUNTY OF THE STATE OF WASHINGTON

PURPOSE: TEMPORARY WORK SPACE WHICH ENABLES TRANSPORTATION OF SPOILS TO THE DOCK FOR REMOVAL VIA A CONVEYOR

AREA AFFECTED: PORTION OF PARCEL D

CAUSE NUMBER: 05-2-13678-1

25. EASEMENT CONTAINED IN ORDER ADJUDICATING PUBLIC USE AND NECESSITY IN SNOHOMISH COUNTY SUPERIOR COURT AND THE TERMS AND CONDITIONS THEREOF:

IN FAVOR OF: KING COUNTY, A COUNTY OF THE STATE OF WASHINGTON

PURPOSE: PERSONNEL, VEHICLES AND EQUIPMENT ACCESS

AREA AFFECTED: PORTION OF PARCELS D, E AND F



**EXHIBIT B - PERMITTED TITLE EXCEPTIONS**

CAUSE NUMBER: 05-2-13678-1

26. EASEMENT CONTAINED IN ORDER ADJUDICATING PUBLIC USE AND NECESSITY IN SNOHOMISH COUNTY SUPERIOR COURT AND THE TERMS AND CONDITIONS THEREOF:

IN FAVOR OF: KING COUNTY, A COUNTY OF THE STATE OF WASHINGTON

PURPOSE: STORM AND SURFACE WATER DRAINAGE, DISCHARGE AND DISPERSAL RESULTING FROM THE CONSTRUCTION, USE, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, EXPANSION OR REMOVAL OF IMPROVEMENTS, TOGETHER WITH ALL OTHER STORM WATER AND SURFACE WATER DRAINAGE

AREA AFFECTED: PORTION OF PARCEL G

CAUSE NUMBER: 05-2-13678-1

27. EASEMENT CONTAINED IN ORDER ADJUDICATING PUBLIC USE AND NECESSITY IN SNOHOMISH COUNTY SUPERIOR COURT AND THE TERMS AND CONDITIONS THEREOF:

IN FAVOR OF: KING COUNTY, A COUNTY OF THE STATE OF WASHINGTON

PURPOSE: EXCLUSIVE TEMPORARY FIXED OR FLOATING DOCK/SPUD BARGE

AREA AFFECTED: PORTION OF PARCEL D

CAUSE NUMBER: 05-2-13678-1

28. MEMORANDUM OF INTERCREDITOR AND ACCESS RIGHTS AND THE TERMS, CONDITIONS AND PROVISIONS CONTAINED THEREIN:

**EXHIBIT B - PERMITTED TITLE EXCEPTIONS**

RECORDED: MARCH 1, 2007

RECORDING NUMBER: 200703010271

State of Washington .

File No. 127046

Inst. Deed (tide lands)

Dated, Jany. 9th 1908

Filed, Jan. 17 1908 11:38 AM

Consid. \$62.00

G. Wds. G.B. S. & Convey .  
its assigns .

GRANTORS

GRANTEES

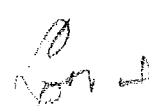
Description

8350

The following described tide and shore land of the second class, situate in Snohomish County, Washington to-wit:--

All tide and shore lands of the second class, owned by the State of Washington, situate in front of, adjacent to or upon that portion of the Government meander line in front of Sec. 35, Twp. 27 N. R. 3 East of the Willamette Meridian, described as follows to-wit:--

Beginning at the meander corner to fractional sections 2 and 35, twps. 26 and 27 North, Range 3 East of the Willamette Meridian, thence N. 63° 45' West 1.76 ch. thence N. 47° West 4.35 ch. more or less, to a point on said meander line where a line 247.5 ft. north of and drawn parallel with the S. boundary line of said Sec. 35 would intersect said meander line; the above described lands have a frontage of 6.11 ch. more or less, measured along the meander line, according to the map or plat of same on file in the office of the Board of State Land Commissioners at Olympia, Washington .

 Albert E. Mead, Governor .

( Seal of State )

Attest: Ben R. Fish,  
Assistant Secretary of State

Covenants,

State Record of Tide Land Deeds, Volume 8. page 260.

Witnesses

Acknowledged.

90917

744

Washington Refining Company, a  
Washington corporation

GRANTORS

TO

Great Northern Railway Company, a  
Minnesota Corporation

GRANTEES

File No. 213070  
Inst. Deed  
Dated, July 19th, 1915  
Filed, Jul 31 1915 8:30 AM  
Consid. \$1.00  
G. Wds. Conveys

161741

Description

a right of way for the construction, maintenance and operation of a railroad track upon, over and across that part of the following described tract of land, indicated in red on the exhibit attached hereto and made a part hereof, said tract of land being situated in Snohomish County, State of Washington, and described as follows, to-wit:

Beginning at a point in the westerly line of the Seattle and Montana Railway Company's right of way in Section 35, Township 27 North, Range 3 East, W.M., 1569.32 feet north of the south boundary of said Section 35, as produced from the southeast corner of said Section 35, through the one-quarter corner on the south line of said section, which point is known as the initial point of this description and consists of an iron pipe driven five feet in the ground thence north 67° 5' 15" west at right angles to the right of way of the said Railway Company, a distance of 986.73 feet to the westerly line of Tide Land Lot 3, Section 35, Township 27 North, Range 3 East, W.M. thence north 42° 47' 14" east along the westerly line of said Tide Land Lot 3, a distance of 411.15 feet, thence north 53° 47' 17" east, a distance of 632.99 feet, thence north 20° 10' 20" east, a distance of 9.44 feet to the northwest corner of said Tide Land Lot 3, thence south 89° 33' 12" east along the north line of said Tide Land and Government Lot 3, a distance of 552.96 feet to a point in the westerly line of the Seattle and Montana Railway Company's right of way; thence southwesterly along the westerly line of the Seattle and Montana Railway Company's right of way on a curve to the right whose radius is 3727 feet, a distance of 297.89 feet, more or less to a point of tangent, thence tangent to previous curve south 22° 54' 45" west along the westerly line of said Railway Company's right of way, a distance of 857.17 feet to the point of beginning, and containing 18.39, acres, more or less;

for such time and so long as the same shall be occupied by the Grantee, its successors and assigns, for railway purposes, and no longer.

And the said Grantor, for itself, its successors and assigns, release said Railway Company, its successors and assigns, from all claim for any and all damages resulting to the land, through and across which the piece or strip of land hereby conveyed is located, by reason of the location, grade, construction, maintenance and operation of a railway over and upon the premises hereby conveyed.

(Signed) WASHINGTON REFINING COMPANY

(Corp Seal) One Wit

By J. C. VanEck, President  
Attest: R. A. Lewis, Secretary

Ack July 19, 1915 by J. C. VanEck Pres of the corp that ex the within and foregoing instru and on oath stated that he (full cor pack)

In Lot 3 - 35-27-3

File No 433520

Ease

Dated Aug 7 1928

Filed Aug 15 1928 11:43 AM

RecVod. 208 D. 241

Gertrude M Gill

to

P. & L Co a Mass corp

Q+S 78 278W

Commencing at a point 247.50 ft N and 320.27 ft W of the  
center section corner on the S line of Sec 35 Twp 27 N.R. 3 E.W.M.  
thence N 224.53 ft thence E 320.27 ft North 10 ft thence W 646.67  
thence N 34.70 ft thence W 453.60 ft thence S 259.23 ft thence W to  
waters of Puget Sound thence S 10 ft to a point 15 rods N of the  
line of the said Sec 35 thence E parallel with the S line of said  
Sec 35 to Place of beginning

center line of said transmission and distribution line to be  
located as follows: To be located along the N side of the Ravine  
detailed on print attached.  
It is agreed between the parties hereto that the poles to be  
erected by said grantee are for serving Grantor only and the  
distribution circuit is not to be extended beyond the locations  
shown.

Gertrude M Gill  
By J.M.Adams -Lee

Ack Aug 9 1926 by J.M. Adams-Lee having Power of  
Attorney from Gertrude M Gill, before H.E.Pearce N.P. for the S of Wh  
at Seattle (N.P. Seal)

wer

(298 - 309 inc ng)

State of Washington

File No 499310

Deed

Dated Apr 22nd 1931

Fld Apr 29 1931 8:10 am

RecVol. 758 D 107

Cons \$30.55

E.L. Reber

does g, b, s, & cy  
his h & a

the folg desc tide or shore lands of the 2nd class as  
defined by Chapter 255 of the Session Laws of 1927 sit in SCW towit

All tide lands of the 2nd class owned by the  
State of Washington, situate in front of, adjacent to or abutting  
upon the S 247.5 ft of Lot 4 Sec 35 Twp 27 N.R. 3 East W.M. with  
with a frontage of 6.11 lineal chains m/1 the N ln of said tide  
lands being a ln parll to and 247.5 ft N of the S ln of said Section  
Excepting however that ptn of said tide lands above the line of Mean  
low tide, conveyed by the State of Washington to Keith Investment  
Company through deed issued Jan 9 1908.

The above desc lds are sold subject to all the provisions of  
Chapter 312 of the Session Laws of 1927 to which reference  
is hereby made and which shall be as binding upon the grantee and  
any successor in interest of said grantee as though set out at length  
herein.

"The grantor hereby expressly saves, excepts and reserves out of the  
grant hereby made, unto itself its suc & a fvr, all oil gases....."

Roland H Hartley, Governor

(Seal of St of Wash)

Attest: J. Grant Hinkle,  
Secretary of State.

App No 9299.

State Records of Tide Land Deeds Vol 17 p.104

# # #

mail to grantee c/o Wood &amp; Reber Inc 2100 5th Ave Seattle.

H.J.

Puge  
corpo6.460  
in th  
9 ofTogw  
or in  
der ar  
To hav  
appurt

Jane C

mail t

M

655815

8-31-39

8-30-39

Ida Alice Leahey, a wid as her sep ppty

to  
First Federal Savings and Loan Association of Everett,  
Everett, Wn

fp in ord to secur paymt to the sp of a debt of \$650.00  
evidenced by the promissory note hinaft des and int and all  
other sums as provided hin, and the performance of all  
covents, warranties, agreemts and conditons hin contnd,  
do hby g and convy to the mtgee that ctn real ppty, sit in  
SCW df:

Lot 29, and 30, blk 827 of the Plat of Everett, Div "H".

The Mtgee has acutally loannd to the mtgr and the mtgr has  
received the full sum of \$650. and as evidenced of such  
indebtedness has exectd and delivrd to the mtgee a ctn  
promissory note of even ~~date~~ date hwith.

deficiency judgment reasonable attorney's fees

Ida A. Leahey

SCW Aug 30, 39 by Ida Alice Leahey, a wid, as her sep ppty  
bef C.O.Daerdorff np in and for the sw res at Everett (NS)  
12-9-40 fld by Ev Ab. Company ml mtgee

R/W D

8-31-39

7-15-39 \$1

Washington Refining Company, a wn corp

to  
Great Northern Railway Company, a Minnesota Corp

fp grants to sp its s and a, a r/w for the constructn,  
maintenance, and operatn of a railway track or tracks, over,  
and across that ctn parcel or tt of ld, sit in SCW df:

All that part of lot 3 of sectn 35 twp 27 nr 3 ewm  
lying within 8 ft at rt angles on ea side of the fd cent  
li of an extension to a spur track.

Commen at the intersectn of the cent li of Double  
Track of the Railway of the Great Northern Railway Com as  
now constructed and operated with the S li of sd sectn  
35; th Nly and NEly alg sd cent li of double track 1938.4  
ft; th angle 90 degrees left and rung NWly 69.8 ft to  
the true pob; th NEly alg a 2° curve to the rt 150 ft  
to a pnt perpndrly dist 62.2 ft NWly fm sd cent li of  
double track; th continue alg sd 2° curve to the rt 8.0  
ft.

-816-2

Exceptg fm this descriptn that prtn of sa includd  
in that ctn easemt of July 19, 1915 fm the Washington  
Refining Company to the Great Northern Railway Company.

to have and to hold the sd granted prems for such  
time and so long as the same shall be occupied by the  
grantee, its sa for railway purposes, and no longer.

And the sd grantr, for itself, its successors or  
assigns, ~~does not release~~ does release  
said ~~and~~ Railway Com, its sa fm all clamms for any and  
all damages resultg to the ld, through and across wh  
the piece or strip of ld hby granted is located, by reason  
of the locayn, grade constructn, maintenance, and operation  
of a railway over and upon the prems hby granted.

(corp Seal)

Washington Refining Com  
by S. Belither pres  
attest A.R. Bradley?/

San city and co of Sanfrancisco Cal Aug 11, 39 by S.  
Belither pres of sd corp--cf--bef E.A. Bering np ~~inxxxxxgr~~  
(NS) comex Dec 31, 42 fld by sp seattle

655817-823 inc N G

QCD

8-31-39

8-24-39 \$10.

Walter J. Padgett and Willma B. Padgett hw of Anacortes wn  
to  
Donald L. Saunders

fp cvy and qc to sp the fdre sit in SCW:

E $\frac{1}{2}$  of the W $\frac{1}{2}$  of the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of sectn 7, twp 30.  
nr 6 ewm

dated at Anacortes

Walter J. Padgett  
Willma B. Padgett

Skagit co Wn Aug 24, 39 by Walter J. Padgett and Wilma B.  
Padgett, hw bef Fred G. Cartwright np in and for the sw  
res at Anacortes (NS) 10-26-41 fld by sp 201 Alverson Blvd  
city

655824

2878 601



for the S/W, res at Everett.

Comm exp Dec 4, 1946

Fi Sno Co. mail to: Everett Trust and Savings Bank

X X

758465 - 71 Incl NG

758477 - Recorded & Filed

SATIS C.S.C.

Fi 12/8/43

Dt 12/8/43

PUGET SOUND POWER & LIGHT COMPANY, Vendor, Fp  
to

M. G. MURRY, Rt #1, Stanwood, Wash., Vendee, Sp  
We hereby certify that a statement was made by \_\_\_\_\_

We hereby certify that a ctn conditional sale contract whrin  
 Tp is vendor and Sp is vendee, dated 5/14/1940 and filed in the  
 ofc of the Co Aud of Sno Co., Wash., 5/24/1940, Aud's Fi #673844  
 has been PAID AND DISCHARGED IN FULL, and the Co Aud is hereby  
 authorized to satisfy and cancel same.

( Corp Seal )

PUGET SOUND POWER & LIGHT COMPANY, Vendor  
By H. B. Johnson - Its Authorized Agent  
Assistant Treasurer

SWCS, Ack on 12/8/43, by H. B. Johnson, officer as signed, Bull corporate form, bef N. E. Wolfe, up for SW res at ~~12/27/44~~ <sup>Mar 10, 1944</sup>, com ex

Fi by Pug Sound Pwr &amp; Lt Co.

[illegible]

758479-ng

Deed

Fi 12-8-43

Dt 7-29-42 \$460.50

State of Washington  
to

Standard Oil Company of California,  
Grantor does hereby g, b, s. and cy unto gtee, its h and a, the folg  
descbd tide lds of the second class, as defined by Chapter  
255 of the Session Laws of 1927 situate in SCW towit:

All tide lands of the second class owned by the State of Washington situate in front of, adjacent to, or abutting upon a ptn of Lot 4, Secn 35, Twp 27 North, Range 3 East W.M. and lying betw a li 247.5 ft N of and prll to the produced S li of lot 4 and a li running N 78°15' W from a pt on the government meander li wh is S 11°45' W 292.01 ft alg sd meander li from its nxn with the N li of sd lot 4, with a frontage of 15.35 lineal chs m/l.

Except, however any ptns of the abv desc'd tide lds previously decided by the S/W to J.M. Colman Feb 6, 1906 under application No. 248, Fannie Peak Cummings May 27, 1904, under application No. 208 and Jasper Compton May 14 1907, under application No. 229.

The abv descdbd lds are sold subj to all the provisions of Chapter 312 of the Session Laws of 1927 to wh reference is hrby  
(over)

made, and wh shall be as binding upon the gtee and any successors or in interest of sd gtee as though set out at length hrin.  
"The grant hrby expressly saves, ex pts and reserves out of the grant hrby made unto itself its suc and a fvr, all oils, gases, coal, ores, minerals and fossils of every name, ind or description and wh may be in or upon sd lds abv descdb or any part, throf, and the right to explore the same for such oil, gases, coal, ores, minerals and fossils; and it also hrby expressly saves and reserves out of the grant hrby made unto itself, its suc and a fvr, the rigat to enter by itself its agents, attorneys and servants upon sd lds or any part or parts thereof, at any and all times for the purpose of opening developing and working mines thron and taking out and removing therefrom all such oils, gases, coal, ores, minerals and fossils and to that end it further expressly reserves out of the grant hrby made, unto itself its suc and a fvr, the ri by its or their agents, servants and attorneys at any and all times to erect, construct, maintain and use all such bldgs, machinery roads and railroads, sink such shafts remove such soil and to remain on sd lds or any part throf for the biz of mining and to occupy as much of sd ld as may be necessary or convenient for the successful prosecution of such mining biz hrby expressly reserving to itself, its suc and a, as aforesaid, generally all rights and powers in, to and over sd lds, whether hrin expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the ppty and rights hrby expressly reserved"1 Provided, that no rights shall be exercised under this reservation by the State, its successors or assigns, until provision has been made by the State, its suc or a, to pay to the owner of the ld upon wh the rights hrin reserved to the State, its successors or assigns are sought to be exercised, full payt for all damages sustained by sd owner by reason of entering upon sd land.

To have and to hold the sd premises with their appurtenances, unto the sd Standard Oil Company of California its h and a fvr.

(Seal of S/Wn)

Arthur B Langlie, Governor

Attest: Belle Reeves, Secretary of State

State Record of Tide Land Deeds, Vol 19 pg 1961

(mail 2nd pty, Richmond Beach, Wash)

Sat of mtg

Fi 12-8-43

dt 11-29-43

Metropolitan Life Insurance Company, a corpn

to

Emil Simon Ringstad, etux

K A M B T P: That 1st pty the owner and holder of that cer mtg bearing dt June 11, 1930 executed by 2nd pty hrin tsp of the sum of \$2000.00 and int, and rkdd in the ofc of the Co Aud of SC, S/W on June 11, 1930 in Vol 172 of Mtgs at pg 188, being Auditor's File No. 479655 does hrby acknowledge that the sd mtg has been fully satisfied and discharged and does hrby authorize and drect the sd Co Aud to enter full satisfaction throf of rkd.

(corp seal)

Metropolitan Life Insurance Company  
By T.B. Graham Fourth Vice President  
By Joseph J Clair, Asst. Secretary

St/N.Y.

Co/N.Y. ss Ack 11-29-43 by officers as signed of Metropolitan Life Insurance Company the corpn that executed the foreg inst (full corp form) bef S. Frank Clouting, N.P. in and for the State of New York residing at New York n s com exp 3-.....

(old order St Everett Wn.)

## EASEMENT FOR UNDERGROUND AND OVERHEAD

E-17,862  
35(27-3)THIS INDENTURE made this  
Chevron U.S.A., Inc.

1985 day of February

1985 between

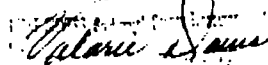
hereinafter referred to as Grantor; PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY,

hereinafter referred to as Grantee; and  
hereinafter referred to as Mortgagee, WITNESSETH:WHEREAS, Grantor is the owner of certain lands and premises situated in the County of Snohomish  
State of Washington, described as follows:

That portion of the Southeast quarter of the Southwest quarter of Section 35, Township 27 North, Range 3 East, W.M., described as follows: Beginning at the South quarter corner of said Section 35; thence North 0°21'27" East 482.03 feet to the True Point of Beginning; thence North 89°00' West parallel with the South line of Section 35 for 646.67 feet; thence North 0°21'27" East for 34.7 feet; thence South 89°00' East for 646.67 feet to the East line of the Southwest quarter of said Section 35; thence South 0°21'27" West along said East line for 34.7 feet to the True Point of Beginning; EXCEPT the East 30 feet for road known as 116th Avenue West.

NO EXCISE TAX  
REQUIRED

JAN 15 1985



AND WHEREAS, Grantee is desirous of acquiring certain rights and privileges across, over, under and upon the said lands and premises;

NOW, THEREFORE, Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to the Grantee, its successors and assigns and its permittees and licensees the perpetual right, privilege, and authority to construct, erect, alter, improve, repair, operate and maintain an underground electric transmission and distribution line, consisting of transmission and distribution wires, transformers, pedestals, telephone communication wires, and other necessary or convenient appurtenances, across, under and upon the following described lands and premises situated in the County of Snohomish  
State of Washington, to wit:

\*and/or overhead

That portion of the above described being a strip of land 10 feet in width lying 5 feet on each side of the centerline of the electrical facilities situated therein and located approximately as shown in red on Exhibit "A" attached hereto and by reference made a part hereof.

Together with the right of ingress to and egress from said lands across adjacent lands of the Grantor for the purpose of constructing, reconstructing, repairing, renewing, altering, changing, patrolling and operating said line, and the right at any time to remove said underground wires and appurtenances from said lands.

Also the right at all times to cut and or trim all brush, timber, trees or other growth standing or growing upon the lands of Grantor which in the opinion of Grantee constitute a menace or danger to said line or to persons or property by reason of proximity to said line.

Grantor and the heirs, successors or assigns of Grantor hereby covenant and agree not to construct or permit to be constructed any structures of any kind on the easement area without written approval of the Manager of the District.

The Grantor and the heirs, successors or assigns of Grantor covenant and agree not to do any blasting or discharge any explosives within a distance of three hundred (300) feet of said line without giving reasonable notice in writing to the Grantee, its successors or assigns, of intention so to do.

The rights, title, privileges and authority hereby granted shall continue to be in force until such time as the Grantee, its successors, or assigns shall permanently remove said underground wires and appurtenances from said lands or shall otherwise permanently abandon said line, at which time all such rights, title, privileges and authority hereby granted shall terminate.

The Grantor also covenants to and with the Grantee that Grantor is lawfully seized and possessed of the land aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated, and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Any mortgage on said land held by the Mortgagee is hereby subordinated to the rights herein granted to the Grantee, but in all other respects the said mortgage shall remain unimpaired.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

Chevron U.S.A., Inc.

by:

by:

ATTORNEY IN FACT

8503180060

VOL 1889 PAGE 1309

34/48506

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 10th day of February, 1985, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared P.J. NEELY, to me known to be the individual described in, and who executed the within instrument as Attorney in Fact, Northwest Division of CHEVRON U.S.A. INC., a corporation, and acknowledged to me that he signed the same as his free and voluntary act and deed as Attorney in Fact for said CHEVRON U.S.A. INC. in the capacity and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

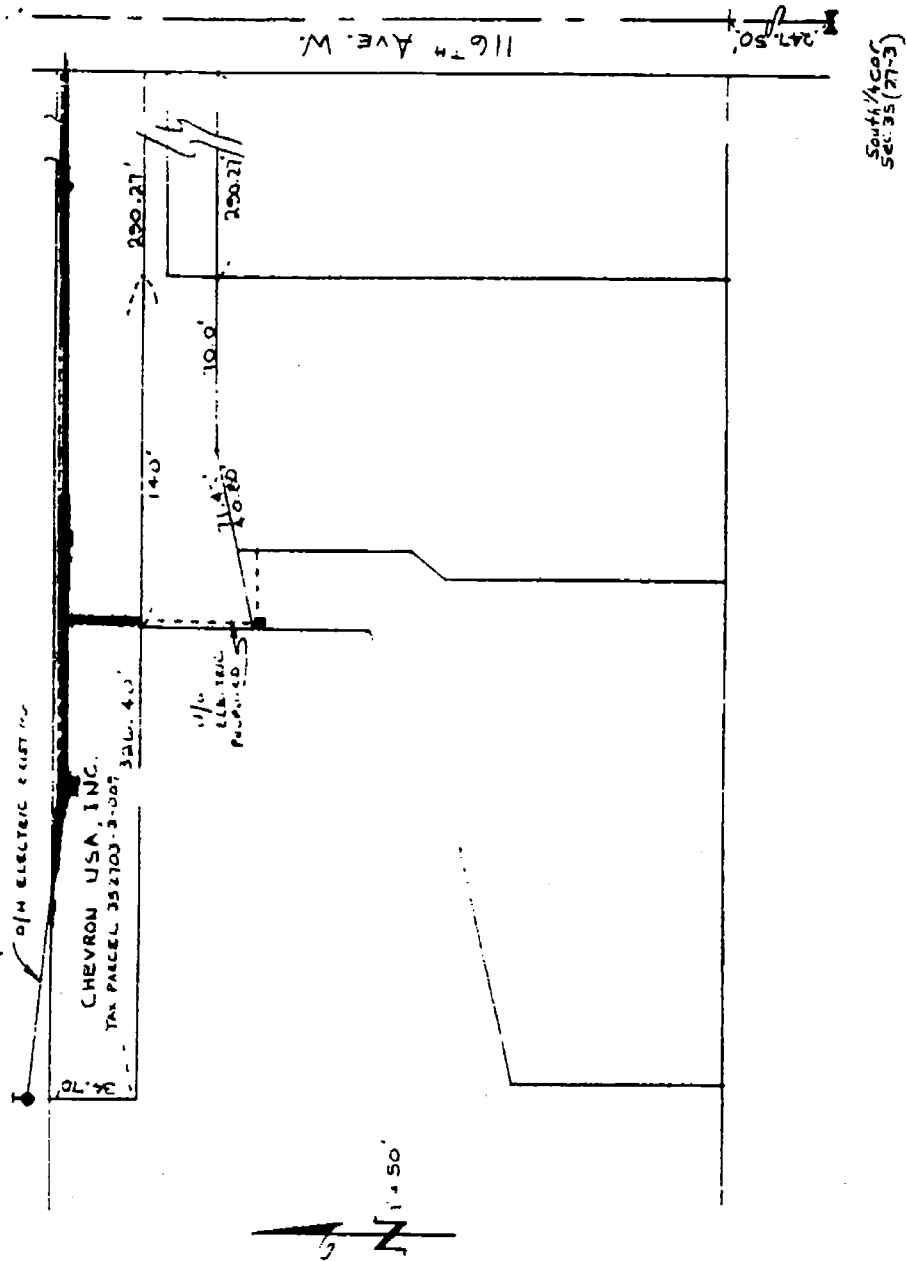


Richard J. Neely  
Notary Public in and for the State of Washington,  
residing at Edmonds

8503180060

VOL 1689 PAGE 1310

# EXHIBIT "A"



8503180060

VOL 1889 PAGE 1311

1100

EASEMENT

Chevron U.S.A., Inc. (the "grantor"), for and in consideration of one dollar (\$1.00) and other good and valuable consideration, hereby dedicates, conveys, and grants to O V W & S D \*\* (the "grantee"), and its successors and assigns an easement for water mains and appurtenances thereto and for other utilities under and upon the following described property situated in Snomonish County, Washington, legally described as follows:

That portion of the Southwest Quarter of Section 35, Township 27 North, Range 3 East, W.M., described as follows:

Beginning at the South Quarter Corner of said Section 35; thence North 00°21'27" East 247.50 feet; thence North 89°00'00" West 1100.27 feet; thence North 00°21'27" East 10 feet to the True Point of Beginning of this description; thence North 00°21'27" East 279.23 feet; thence North 89°00'00" West 10 feet; thence South 00°21'27" West 269.23 feet; thence North 89°00'00" West 130 feet, more or less, to a point 10 feet distant West of the East margin of Heberlein Road (vacated 2-26-62); thence Southerly along a line parallel with the Easterly margin of said Heberlein Road 20 feet, more or less, to a point on the North line of the South 247.50 feet of said Southwest Quarter; thence South 89°00'00" East 10 feet; thence Northerly along the Easterly margin of said Heberlein Road to a point 257.50 feet distant measured at right angles to the South line of said Southwest Quarter; thence South 89°00'00" East 130 feet, more or less, to the True Point of Beginning.

The attached Addendum is hereby incorporated herein by this reference.

That said grantee shall have the right without prior institution of any suit or proceeding at law, at times as may be necessary, to enter upon said property and adjoining property owned by the grantor and his or her assigns and successors to install, lay, construct, renew, operate and maintain mains and necessary facilities and other equipment, for the purposes of serving the property and other properties with water and other utility service.

Also, the grantor grants to the grantee and to those acting under and for the grantee the use of such additional area immediately adjacent to the above easement as shall be required for the construction of this water pipeline or the lines in the easement. Such additional area is to be held to a minimum necessary for that purpose. Immediately after the completion of the construction and installation or any subsequent entry upon the easement, the grantee shall restore the premises as near as may be to the condition immediately before such construction or entry.

The grantor covenants that no permanent structure shall be erected and no large trees or shrubs shall be planted in the area of ground for which the easement in favor of O V W & S D \*\* has been provided herein.

This easement and the covenants herein shall be covenants running with land and shall be binding on the successors, heirs, and assigns of both parties hereto.

The grantor warrants that the grantor has good title to the above property and warrants the grantee title to and quiet enjoyment of the easement conveyed herein.

GRANTOR: Chevron U.S.A., Inc.

By M. R. Rahn

Its A Horney - In - Fact

\*\* Olympic View Water & Sewer District

See Exhibit A - "Sketch"

and Exhibit B - "Parcel Map"

**NO EXCISE TAX  
REQUIRED**

JUN - 4 1992

Easement

Page 1

OLYMPIC VIEW  
WATER & SEWER DISTRICT  
23725 Edmonds Way  
Edmonds, WA 98023  
774-7769

KIRKE SIEVERS, Snohomish County Treasurer  
By KIRKE SIEVERS

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9206120018

9206120018

STATE OF WASHINGTON)  
ss.  
COUNTY OF SNOHOMISH)

On this 19<sup>th</sup> day of May, 1992, before me, the undersigned, a Notary Public, personally appeared David R. Kubi, to me known to be the Property Manager of Chevron USA, Inc., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he (she or they) was (were) authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal the day and year first above written.



Jean L. Thurber  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at Seattle, WA  
My Commission expires 7-95

9206120018

Easement  
Page 2 WATER & SEWER CONTRACT  
OLYMPIC VIEW  
23725 Edmonds Way  
Edmonds, WA 98026  
774-7769

VOL. 2584 PAGE 0331

1. *Introduction*

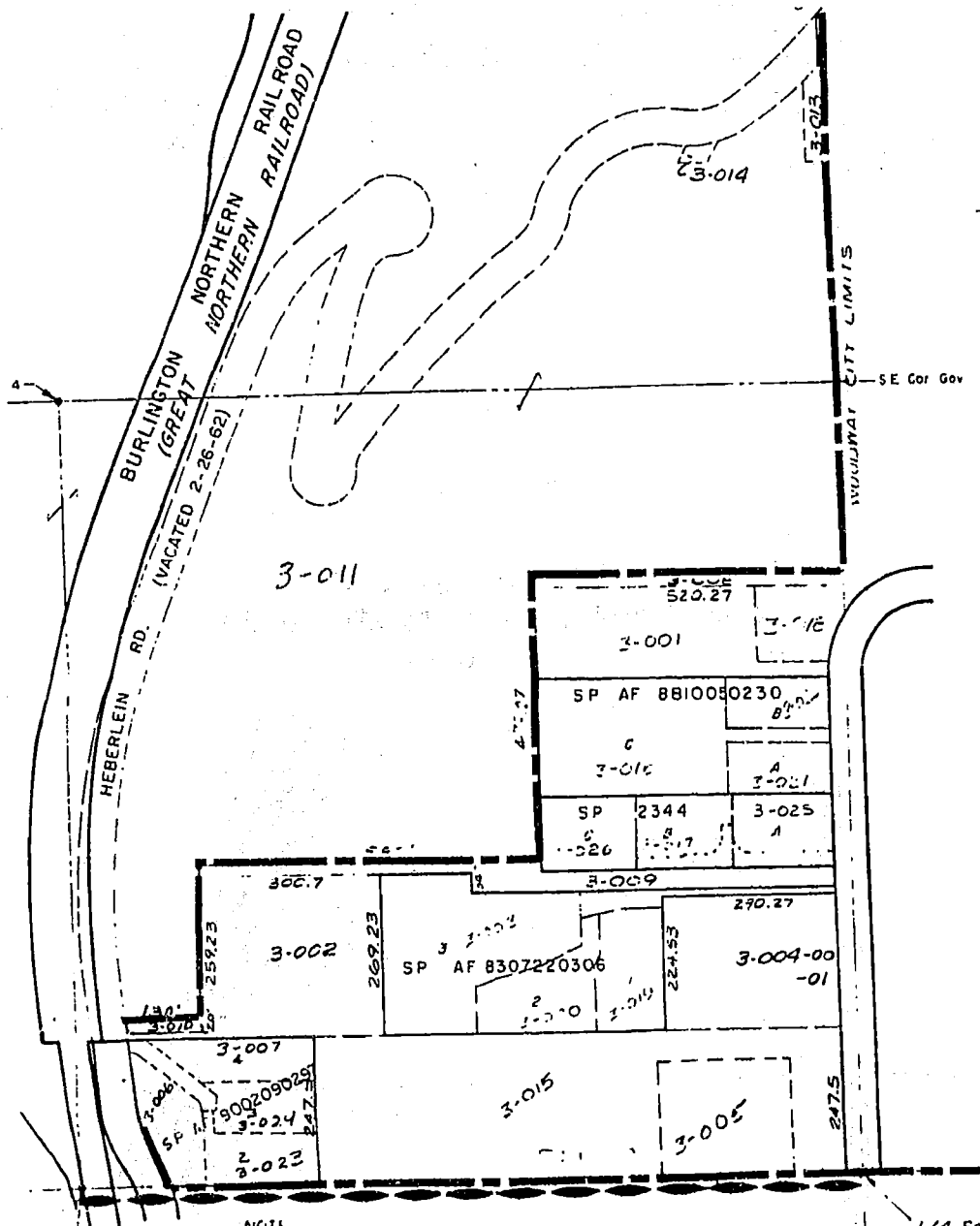


VOL. 2584 PAGE 0332



PORTION OF  
S.W. 1/4, SEC. 35, TWP. 27, RNG. 3E.W.M.

1"=200'



NOTE:  
This is not a survey, it is a parcel map  
used for location of property only

K.W.U., July '70

1/4 Se

Exhibit B

Easement

Page 4

OLYMPIC VIEW  
WATER & SEWER DISTRICT  
23725 Edmonds Way  
Edmonds, WA 98026  
774-7769

VOL. 2584 PAGE 0333

9200120015

ADDENDUM

By acceptance of this easement, Grantee and Grantee's successors and assigns shall be obligated to defend, indemnify and hold harmless Grantor and Grantor's successors and assigns from and against all claims, liabilities, and expenses arising out of or in any way related to acts or omissions of Grantee or Grantee's successors, assigns, employees, agents or representatives on or about the easement property.

Grantor reserves the right at any time and at Grantor's expense to relocate the easement and any improvements placed thereon by Grantee and upon doing so, the legal description of the easement area shall be changed to the legal description of the relocated easement area.

In the relocation of the easement and improvements, the Grantor shall comply to the rules, regulations and standards of the District, or any other governmental agency having jurisdiction.

92 JUN 12 AM 08  
JENNIFER A. MELINE  
SHERIDAN

810001606

cr:\acc\gfl\chevron\corrent

OLYMPIC VIEW  
WATER & SEWER DISTRICT  
23725 Edmonds Way  
Edmonds, WA 98026  
774-7769

VOL. 2584 PAGE 0334

AFFIDAVIT OF BOUNDARY LINE ADJUSTMENT

UNDER CHAPTER 29 SCC

STATE OF WASHINGTON )

COUNTY OF SNOHOMISH )

NOV 24 1993

Received  
Date

FILE NO. BLA 293 93

ZONING R12

Related Short Plat No. (if applicable)

Sec. 35 Twp. 27 Rge. 3

NAME OF PROPERTY OWNER(S): Chevron USA, Inc.

ADDRESS: P.O. Box 7611, San Francisco, CA 94120

TELE. NO: (W) 415-894-1730

(H)

Related Tax Account No.:

352703-3-027-0008

352703-3-028-0007

352703-3-011-0004

352703-3-012-0005

NAME OF PROPERTY OWNER(S): SAME

ADDRESS:

Related Tax Account No.:

TELE. NO: (W)

(H)

CONTACT PERSON (if different than owners): Robert I. Heller

ADDRESS: 1001 4th Avenue Plaza, Suite 4400, Seattle, WA 98154

TELE. NO: (W) 206-624-3600

Method of Sewage Disposal:

(H)

METRO Sewer

(NOT AN INSTRUMENT TO CONVEY NOR OF CONVEYANCE)

1. Current Ownership. The undersigned are the respective owners of the following described parcels of property lying adjacent to each other:

- a. Parcel No. 1 (conveyor):

Chevron USA, Inc.

[See Exhibit 1.a., attached]

constituting approximately 79 acres or \_\_\_\_\_ square feet.

- b. Parcel No. 2 (receiver):

Chevron USA, Inc.

[See Exhibit 1.b., attached]

constituting approximately 8.5 acres or \_\_\_\_\_ square feet.

2. Proposed Conveyance. The undersigned are considering the transfer of ownership of the following portion of the above described conveyor's ownership to the receiver:

[See Exhibit 2, attached]

constituting approximately 7.5 acres or \_\_\_\_\_ square feet.

(For additional conveyances, attach separate sheet.)

9312150516

3. Boundary Line Adjustment. It is the intent of the undersigned that the proposed conveyance would constitute a boundary line adjustment. Accordingly, it is represented and understood by the undersigned that:

- a. The proposed conveyance would not detrimentally affect access to the above parcels;
- b. No new lot would be created by the proposed conveyance, but rather the conveyed property together with the receiver's existing ownership, described on the preceding page would constitute a single lot and be described as follows:

[See Exhibit 3.b., attached]

constituting approximately 16 acres or \_\_\_\_\_ square feet.

- c. The conveyor's ownership after the proposed conveyance would not be reduced in size below the minimum required square footage nor would it violate other Zoning Code requirements. The conveyor's ownership would now be described as follows:

[See Exhibit 3.c., attached]

constituting approximately 71.5 acres or \_\_\_\_\_ square feet.

(NOT AN INSTRUMENT TO CONVEY NOR OF CONVEYANCE)

Conveyor:

Signature

Date

11/24/93

GARY STILES TERMINAL MANAGER CUSA PRODUCTS  
(Typed or Printed)

SUBSCRIBED AND SWORN to before me this

24<sup>th</sup>

day of November, 1993.

Robert I. Keller  
Notary Public in and for the  
State of Washington, residing at

Seattle

Receiver:

Signature

Date

11/24/93

GARY STILES TERMINAL MANAGER CUSA PRODUCTS  
(Typed or Printed)

SUBSCRIBED AND SWORN to before me this

24<sup>th</sup>

day of November, 1993.

Robert I. Keller  
Notary Public in and for the  
State of Washington, residing at

Seattle

#### DETERMINATION

On the basis of the representations hereby submitted, I conclude that the proposed boundary line adjustment is approved under the provisions of Chapter 29, Snohomish County Code. VEHICULAR ACCESS TO THE PARCELS AFFECTED BY THIS BOUNDARY LINE ADJUSTMENT WAS NOT EXAMINED FOR PURPOSES OF THIS APPROVAL OR FOR COMPLIANCE WITH THE ACCESS REQUIREMENTS OF CHAPTER 10.41 S.C.C.

Name

BARNETT

Date

12/13/93

DUPLEX DISCLOSURE FORM

Addendum A

to

AFFIDAVIT OF BOUNDARY LINE ADJUSTMENT

1. CONVEYOR. The undersigned owner certifies that a duplex:

(check one box)

☐ may  
☒ will not

be constructed on Parcel No. 1. I further am aware and understand the provisions of Section 29.20.030, Snohomish County Code, regarding the failure to disclose at this time an intention to develop duplexes.

Conveyor: x

[Signature]  
Signature

11/24/93  
Date

DAVE STILES TERMINAL MANAGER CUSA PRODUCTS  
(Typed or Printed)

SUBSCRIBED AND SWORN to me this 24<sup>TH</sup> day of November, 1993

Robert I. Heller  
Notary Public in and for the State of  
Washington, residing at Seattle

2. RECEIVER. The undersigned owner certifies that a duplex:

(check one box)

☐ may  
☒ will not

be constructed on Parcel No. 2. I further am aware and understand the provisions of Section 29.20.030, Snohomish County Code, regarding the failure to disclose at this time an intention to develop duplexes.

Receiver: x

[Signature]  
Signature

11/24/93  
Date

DAVE STILES TERMINAL MANAGER CUSA PRODUCTS  
(Typed or Printed)

SUBSCRIBED AND SWORN to me this 24<sup>TH</sup> day of November, 1993

Robert I. Heller  
Notary Public in and for the State of  
Washington, residing at Seattle

BLADISCL.DOCdci

0312150516

VOL. 2840 PAGE 0505

BLA 293 93



Engineers  
Planners  
Surveyors

November 5, 1993 (Revised November 15, 1993)  
File No. 21-91-020-005-80

**Legal Descriptions for Chevron**

Remainder of Tax Lots (3-011 and 3-012) Except Parcels I and II

Reid Middleton  
19031 33rd Ave. W.  
Suite 301  
P.O. Box 6678  
Lynnwood WA  
98036-0678

Phone 206-775-3431  
FAX 206-775-3439

That portion of the southeast quarter of the southwest quarter and of Government Lots 3 and 4 in Section 35, Township 27 North, Range 3 East, W.M. described as follows:

Beginning at the meander corner on the south line of said section;

Thence northerly along the meander line to the east-west centerline of the section;

Thence easterly along the east-west centerline to the northeast corner of said Government Lot 3;

Thence southerly along the east line of Government Lot 3 and along the east line of the southwest quarter of said section to a point 1010.0 feet from the south one quarter corner;

Thence north 89°00'00" west 520.27 feet;

Thence south 00°21'27" west 473.27 feet;

Thence west 580.0 feet;

Thence south 269.23 feet;

Thence west 130.0 feet more or less to the east line of the county road;

Thence southerly along said east line to the south line of the section;

Thence westerly along the south line to the point of beginning;

Except the right of way of the Burlington Northern Railway;

And except the portion within the county road;

And except the tracts deeded to Snohomish County by deeds recorded under Auditor's File Number 311175.

And except that portion of Heberlein Road lying within 10.0 feet of the east line of said Government Lot 3;

And except that portion lying west of the Burlington Northern right of way and northerly of a line described as follows:

Commencing at a point on the westerly right of way line of the Burlington Northern Railroad distant 1708.2 feet north of the south boundary of said Section 35 as produced from the southeast corner of said section through the south quarter corner on the south line of said section;

Thence S22°54'45"W along said westerly right of way line 150.00 feet to the True Point of Beginning of the line herein described.

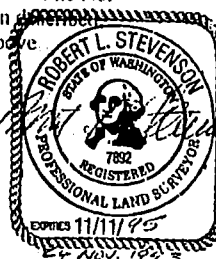
Thence N67°05'15"W at right angles to said right of way line, 986.73 feet along the north line of the Standard Oil Company's property as described in deed recorded under Auditor's File No. 559040, to the west line of said Tide Land Lot 3 and the terminus of the line herein described.

Together with tide lands of the second class adjoining the remainder of the tract above described.

9312150516

jle\w\chevlgf2.rls

EXH. 12 VOL. 2840 PAGE 0566



November 5, 1993  
File No. 21-91-020-005-80



Engineers  
Planners  
Surveyors

### Legal Descriptions for Chevron

#### Parcel II

That portion of Government Lot 3 and of adjoining Tide Land Lot 3, according to the map on file in Olympia, Washington, entitled "Plat of tide lands of the first class at the Town of Edmonds," Section 35, Township 27 North, Range 3 East, W.M., in Snohomish County, Washington, more particularly described as follows:

Beginning at a point on the westerly line of that certain strip of land conveyed to Seattle & Montana Railway Company now known as Burlington Northern, Inc., a Delaware corporation by deed recorded under Auditor's File Number 6220, a distance of 1708.2 feet north of the south boundary of said Section 35 as produced from the southeast corner of said section to the quarter corner of the south line of said section which point is known as the initial point of this description, and is also the initial point of the Elliott Bay Iron Works property as described by deed recorded under Auditor's File Number 141944, which is a portion of the property herein described, which said initial point is marked with a monument consisting of an iron pipe driven approximately 5 feet into the ground;

Thence north  $22^{\circ}54'45''$  east along the westerly line of said right of way a distance of 250 feet which point is also marked with a monument consisting of an iron pipe driven approximately 5 feet into the ground;

Thence north  $67^{\circ}05'15''$  west at right angles to the right of way of the said railway company along the north line of the said Elliott Bay Iron Works property a distance of 840.98 feet to the westerly line of Tide Land Lot 3;

Thence south  $53^{\circ}47'17''$  west along the westerly line of said Lot 3, a distance of 15.55 feet;

Thence south  $42^{\circ}47'14''$  west along the westerly line of said Tide Land Lot 3, a distance of 411.15 feet;

Thence south  $67^{\circ}05'15''$  east along the north line of the Standard Oil Company's property as described in deed recorded under Auditor's File Number 559040, parallel to the north line of this property, a distance of 986.73 feet to a point in the westerly line of the said Seattle & Montana Railway Company's right of way, at which point there is a monument consisting of an iron pipe driven approximately 5 feet into the ground;

Thence north  $22^{\circ}54'45''$  east along the westerly line of said right of way a distance of 150 feet to the point of beginning.

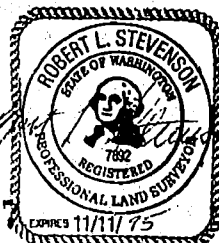
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Reid Middleton  
19031 33rd Ave. W.  
Suite 201  
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Lynnwood WA  
98036-0638

Phone 206 775-3434  
FAX 206 775-3439

9312150516

EXH. 1.B VOL. 2840 PAGE 0507



24 NOV 1993

November 24, 1993  
File No. 21-91-020-005-80



Engineers  
Planners  
Surveyors

#### Legal Descriptions for Chevron Boundary Line Adjustment

##### Parcel to be Conveyed

That portion of Government Lot 3 and of adjoining Tide Land Lot 3, according to the map on file in Olympia, Washington, entitled "Plat of tide lands of the first class at the Town of Edmonds," Section 35, Township 27 North, Range 3 East, W.M., in Snohomish County, Washington, lying southerly of a line described as follows:

Commencing at a point on the westerly line of that certain strip of land conveyed to Seattle & Montana Railway Company now known as Burlington Northern, Inc., a Delaware corporation by deed recorded under Auditor's File Number 6220, a distance of 1708.2 feet north of the south boundary of said Section 35 as produced from the southeast corner of said section through the south quarter corner of the south line of said section;

Thence S 22°54'45" W along the westerly line of said right of way a distance of 150 feet and the true point of beginning of the line herein described;

Thence N 67°05'15" W at right angles to the right of way of the said railway company to the westerly line of Tide Land Lot 3 and the terminus of the line herein described; and lying northerly of a line described as follows:

Commencing at a point on the westerly line of that certain strip of land conveyed to Seattle & Montana Railway Company now known as Burlington Northern, Inc., a Delaware corporation by deed recorded under Auditor's File Number 6220, a distance of 1708.20 feet north of the south boundary of said Section 35 as produced from the southeast corner of said section through the south quarter corner of the south line of said section;

Thence S 22°54'45" W along the westerly line of said right of way a distance of 272.27 feet to the true point of beginning of the line herein described;

Thence N 76°34'18" W 657.50 feet;

Thence S 0°12'17" W, 193.15 feet;

Thence N 87°02'52" W, 381.34 feet;

Thence N 75°41'33" W to west line of said tideland Lot 3 and the terminus of the line herein described.

Rold Middleton  
19031 33rd Ave. W.  
Suite 301  
P.O. Box 6638  
Lynnwood WA  
98036-4638

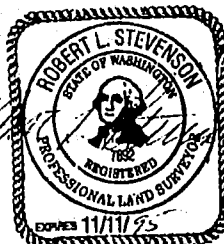
Phone 206-775-3434  
FAX 206-775-3439

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9312150516

EXH. 2

VOL. 2840 PAGE 0508



24 Nov. 1993





Engineers  
Planners  
Surveyors

Reid Middleton,  
19031 33rd Ave. W.  
Suite 301  
P.O. Box 6638  
Lynnwood WA  
98036-0638

Phone 206-775-3434  
FAX 206-775-3439

PARAGRAPH 3.a OF COUNTY B.L.A. APPLICATION

DOES NOT REQUIRE

A CORRESPONDING EXHIBIT

9312150516

VOL. 2840 PAGE 6509

November 24, 1993  
File No. 21-91-020-005-80



Engineers  
Planners  
Surveyors

#### Legal Descriptions for Chevron Boundary Line Adjustment

##### Revised Parcel 11

That portion of Government Lot 3 and of adjoining Tide Land Lot 3, according to the map on file in Olympia, Washington, entitled "Plat of tide lands of the first class at the Town of Edmonds," Section 35, Township 27 North, Range 3 East, W.M., in Snohomish County, Washington, lying southerly of a line described as follows:

Commencing at a point on the westerly line of that certain strip of land conveyed to Seattle & Montana Railway Company now known as Burlington Northern, Inc., a Delaware corporation by deed recorded under Auditor's File Number 6220, a distance of 1708.2 feet north of the south boundary of said Section 35 as produced from the southeast corner of said section through the south quarter corner of the south line of said section;

Thence N 22°54'45" E along the westerly line of said right of way a distance of 250 feet which point is marked with a monument consisting of an iron pipe driven approximately 5 feet into the ground and the true point of beginning of the line herein described;

Thence N 67°05'15" W at right angles to the right of way of the said railway company along the north line of the said Elliott Bay Iron Works property a distance of 840.98 feet to the westerly line of Tide Land Lot 3 and the terminus of the line herein described; and lying northerly of a line described as follows:

Commencing at a point on the westerly line of that certain strip of land conveyed to Seattle & Montana Railway Company now known as Burlington Northern, Inc., a Delaware corporation by deed recorded under Auditor's File Number 6220, a distance of 1708.20 feet north of the south boundary of said Section 35 as produced from the southeast corner of said section through the south quarter corner of the south line of said section;

Thence S 22°54'45" W along the westerly line of said right of way a distance of 272.27 feet to the true point of beginning of the line herein described;

Thence N 76°34'18" W 657.50 feet;

Thence S 0°12'17" W, 193.15 feet;

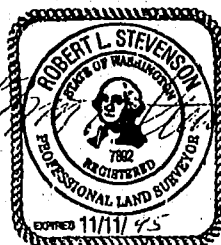
Thence N 87°02'52" W, 381.34 feet;

Thence N 75°41'33" W to west line of said tideland Lot 3 and the terminus of the line herein described.

vlfsw\chevlg13.rls

Reid Middleton  
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VOL. 2840 PAGE 0510



9312150510 EXH. 3.6

24 NOV 1993

November 24, 1993  
File No. 21-91-020-005-80



Engineers  
Planners  
Surveyors

**Legal Descriptions for Chevron Boundary Line Adjustment**

**Revised Remainder of Tax Lots (3-011 and 3-012) Except Parcels I and II**

That portion of the southeast quarter of the southwest quarter and of Government Lots 3 and 4 in Section 35, Township 27 North, Range 3 East, W.M. described as follows:

Beginning at the meander corner on the south line of said section;

Thence northerly along the meander line to the east-west centerline of the section;

Thence easterly along the east-west centerline to the northeast corner of said Government Lot 3;

Thence southerly along the east line of Government Lot 3 and along the east line of the southwest quarter of said section to a point 1010.0 feet from the south one quarter corner;

Thence north 89°00'00" west 520.27 feet;

Thence south 00°21'27" west 473.27 feet;

Thence west 580.0 feet;

Thence south 269.23 feet;

Thence west 130.0 feet more or less to the east line of the county road;

Thence southerly along said east line to the south line of the section;

Thence westerly along the south line to the point of beginning;

Except the right of way of the Burlington Northern Railway;

And except the portion within the county road;

And except the tracts deeded to Snohomish County by deeds recorded under Auditor's File Number 311175.

And except that portion of Heberlein Road lying within 10.0 feet of the east line of said Government Lot 3;

And except that portion lying west of the Burlington Northern right of way and northerly of a line described as follows:

Commencing at a point on the westerly right of way line of the Burlington Northern Railroad distant 1708.2 feet north of the south boundary of said Section 35 as produced from the southeast corner of said section through the south quarter corner on the south line of said section;

Thence S22°54'45" W along said westerly right of way line 272.27 feet to the True Point of Beginning of the line herein described;

Thence N 76°34'18" W 657.50 feet;

Thence S 0°12'17" W, 193.15 feet;

Thence N 87°02'52" W, 381.34 feet;

Thence N 75°41'33" W to west line of said tideland Lot 3 and the terminus of the line described;

Together with tidelands of the second class adjoining the remainder of the tract above described.

**9812150516**

vll/vv/levlp3.rls

EXH. 3.C

Reid Middleton  
19031 33rd Ave. W.  
Suite 301  
P.O. Box 6638  
Lynnwood WA  
98036-0638

Phone 206 775-3434  
FAX 206 775-3439

VOL. 2840 PAGE 0511

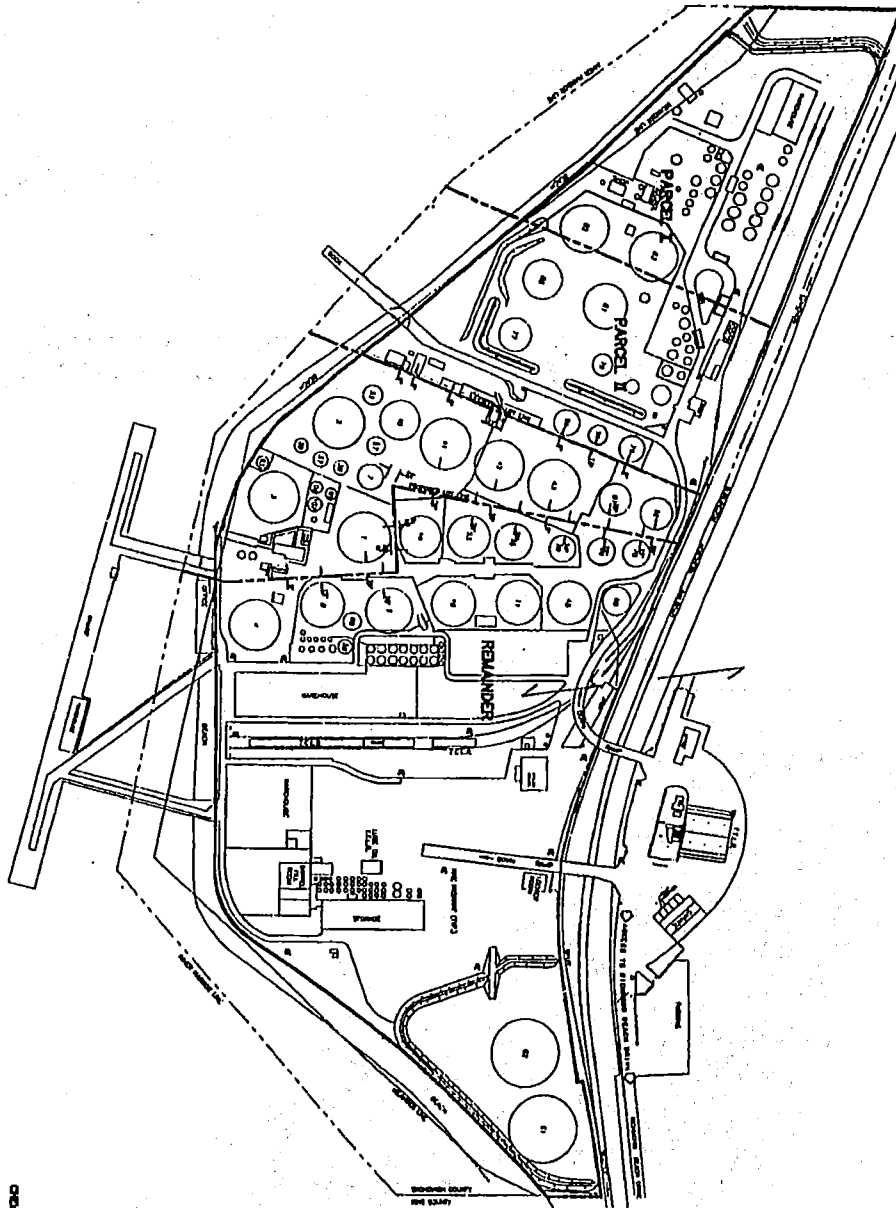


RECORDED

'93 DEC 15 P2:04

BOB TERWILLIGER AUDITOR  
SNOHOMISH COUNTY, WASH.

RECORDS SECTION  
SNOHOMISH COUNTY, WASH.

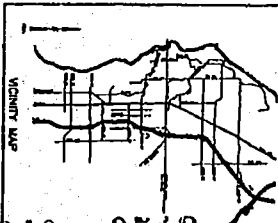


DATE	12/15/93
TIME	2:04 PM
BY	BOB TERWILLIGER
FOR	RECORDS SECTION

DATE	12/15/93
TIME	2:04 PM
BY	BOB TERWILLIGER
FOR	RECORDS SECTION

CHUCK LEE, JR. - FINE WILDS TOWN  
A PORTION OF 20 1/4 SEC. 34, T27N, R2E, W1E  
SNOHOMISH COUNTY, WASH.

312150516



NOTE

BEARINGS SHOWN IN ( ) ARE DESCRIBED BEARINGS SHOWN ON LEASE DESCRIPTIONS. BEARINGS HAVE BEEN ROTATED ON THIS SURVEY TO CORRELATE WITH WASHINGTON COORDINATE SYSTEM NORTH ZONE NAD 83

LEGAL DESCRIPTION

LEASE NO. 9814

That portion of the unpatented tide lands of the first class, owned by the State of Washington, situated in front of portions of Government Lots 3 and 4, Section 35, Township 27 North, Range 3 East, W.M., and lying between a line running N 78° 15' W across the tideland from a point on the government meander line which is S 11° 45' W 222.07 feet along said meander line to a point on the government meander line which is S 11° 45' W 222.07 feet along said meander line and produced across the tideland from a point in said Lot 3, which is N 0° 03' 42" E 960.00 feet, N 88° 17' 45" W 1307.54 feet, and N 22° 54' 45" E 620.75 feet from the quarter corner on the south line of said Section 35, having a frontage measured along the meander line of 1025 feet or 15.5 lined chains, more or less, also

That portion of the bed of Puget Sound, owned by the State of Washington, included within the limits of a tract described as follows:

Commencing at the point of intersection of the north line of Government Lot 4, Section 35, Township 27 North, Range 3 East, W.M. with the government meander line and running Thence N 89° 46' W 120.00 feet along said north line produced west; Thence N 11° 56' E 392.28 feet; Thence N 52° 00' W 183.00 feet; Thence S 16° 00' W 1100.00 feet; Thence S 74° 00' E to the line of extreme low tide; Thence northerly along the line of extreme low tide to a point which is S 74° 00' E of the bed of Puget Sound, owned by the State of Washington, included within the limits of a tract described as follows: Thence N 74° 00' W to the true point of beginning of this description, with an estimated area of 2.5 acres.

UNPATENTED 1ST CLASS TIDE LANDS  
LEASE NO. 10388  
AREA= 45,304 SQ. FT.

BASIS OF BEARINGS: WASHINGTON COORDINATE SYSTEM NORTH ZONE.

METHOD OF SURVEY: FIELD TRAVERSE

METHOD OF ADJUSTMENT: LEAST SQUARES

INSTRUMENTATION: 1.5" TOTAL STATION

LEGEND

② EXISTING MONUMENT AS DESCRIBED

NOTE

WASHINGTON COORDINATE SYSTEM NORTH ZONE BASED ON TIES TO MONUMENTS AS SHOWN ON THIS SURVEY USING 3-TRIMBLE 4000SSE GPS RECEIVERS ON 6-9-94.

LEASE NO. 10388  
That portion of the unpatented tide lands of the first class, owned by the State of Washington, situated in front of portions of Government Lots 3 and 4, Section 35, Township 27 North, Range 3 East, W.M., lying northeasterly of a line running N 67° 03' 15" W produced across the tideland from a point in said Government Lot 3 which is N 0° 03' 42" E 960.00 feet, N 88° 17' 45" W 1307.54 feet, and N 22° 54' 45" E 620.75 feet from the quarter-section corner on the south line of said Section 35, also.

That portion of the bed of Puget Sound owned by the State of Washington included within the limits of a tract described by metes and bounds as follows:

Commencing at the point of intersection of the south line of Government Lot 3, Section 35, Township 27 North, Range 3 East, W.M. with the government meander line and running Thence N 89° 46' W 120.00 feet along said south line produced west; Thence N 11° 56' E 392.28 feet; Thence N 52° 00' W 183.00 feet; Thence S 16° 00' W 1100.00 feet; Thence S 74° 00' E to the true point of beginning of this description; Thence S 47° 15' E to the line of extreme low tide; Thence southerly along the line of extreme low tide to a point which is S 47° 15' E of the true point of beginning of this description; Thence N 47° 15' W to the true point of beginning of this description.

EXISTING CONC. MON. W/ BRASS CAP  
COSTER CO. 1711 R.C.E., W.M.  
NORTHING 280.271.08  
EASTING 1,258,181.31  
WASHINGTON COORDINATE SYSTEM  
NORTH ZONE NAD 83

EXISTING CONC. MON. W/ BRASS CAP  
S 1/4 COR. SEC. 35, T. 27N, R. 3E, W.M.  
NORTHING 280.271.08  
EASTING 1,258,181.31  
WASHINGTON COORDINATE SYSTEM  
NORTH ZONE NAD 83

RECORD OF SURVEY AND  
D.N.R. LEASE NO. 9914 AND 10388 EXHIBIT "A" FOR

CHEVRON

IN THE SW 1/4, SECTION 35, T. 27N, R. 3E, W.M.  
EDMONDS, SNOHOMISH COUNTY, WASHINGTON



SURVEYORS CERTIFICATE

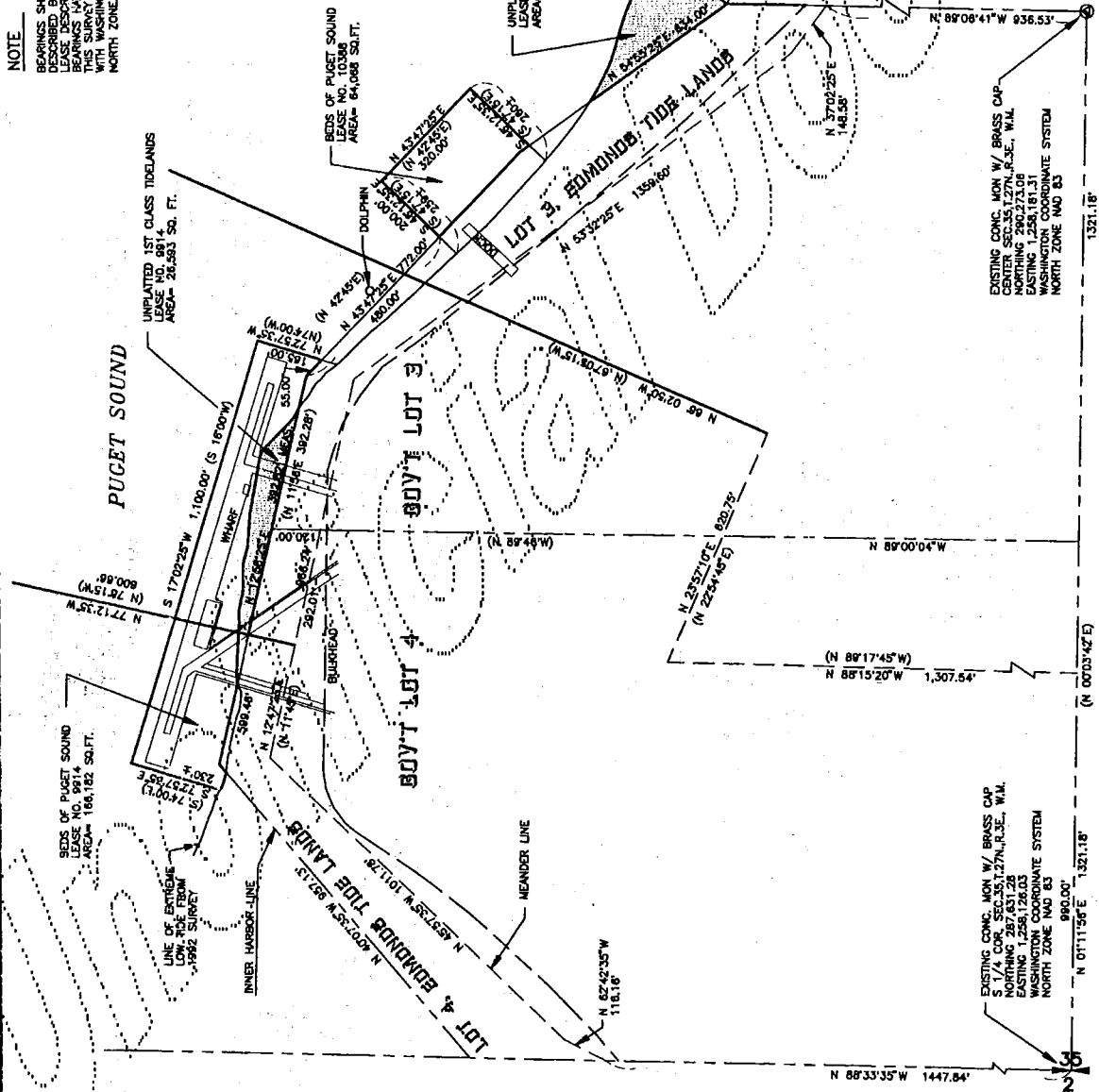
THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, AT THE REQUEST OF CLIENT  
THIS 3rd DAY OF August 1994.

Robert L. Stevenson  
REGISTERED LAND SURVEYOR  
L.S. NO. 7892

RECORDING CERTIFICATE A.F.N.O. 9408035005

FILED FOR RECORD BY ROBERT L. STEVENSON THIS 3rd DAY OF Aug 1994 A.D. AT 2:12 MINUTES PAST 12 O'CLOCK P.M. AND RECORDED IN VOLUME 43 OF SURVEYS ON PAGE 101 RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

Robert L. Stevenson  
COUNTY AUDITOR  
DEPUTY AUDITOR



**NO EXCISE TAX  
REQUIRED**

MAR 29 1996

By: BOB DANTINI, Snohomish County Treasurer

**EASEMENT FOR WATER MAINS**

9603290025

CHEVRON U.S.A. INC., a Pennsylvania corporation (the "Grantor"), for and in consideration of one dollar (\$1.00) and other good and valuable consideration, hereby dedicates, conveys, and grants to Olympic View Water and Sewer District (the "Grantee"), and its successors and assigns an easement for water mains and appurtenances thereto and for other utilities under and upon the following described property (the "property") situated in Snohomish County, Washington, legally described as follows:

The North 20 feet of the South 34.70 feet of the east 520 feet together with the North 20 feet of the West 580 feet of the following described parcel:

SEC 35 TWP 27 RGE 03  
RT-28) BEG S 1/4 COR SEC TH N 00° 21' 27" E 482.03 FT TO TPB TH N 89° 30' 46" W 646.67 FT TH N 00° 02' 39" E 34.70 FT TH N 89° 30' 46" W 453.60 FT TH N 20 FT TH E 580 FT TH S 00° 21' 27" W 20 FT TH S 89° 30' 46" E 490.27 FT M/L TO N & S C/L SEC TH S 00° 21' 27" W ALONG N & S C/L 34.70' M/L TO THE TPB LESS E 30' CO. RD. SUBJ TO ESMNT U.S.A.

That said Grantee shall have the right without prior institution of any suit or proceeding at law, at times as may be necessary, to enter upon said property and adjoining property owned by the Grantor and its assigns and successors to install, lay, construct, renew, operate and maintain mains and necessary facilities and other equipment (collectively the "improvements"), for the purposes of serving the property and other properties with water and other utility service.

Also, the Grantor grants to the Grantee and to those acting under and for the Grantee the use of such additional area immediately adjacent to the above easement as shall be required for the construction of this water pipeline or the lines in the easement. Such additional area is to be held to a minimum necessary for that purpose. Immediately after the completion of the construction and installation or any subsequent entry upon the easement, the Grantee shall restore the additional area as near as may be to the condition immediately before such construction of entry.

The Grantor covenants that no permanent structure shall be erected and no large trees or shrubs shall be planted in the area of ground for which the easement in favor of Grantee has been provided herein.

Grantee shall not allow, use or cause to be used any part of said property for any unlawful conduct or purpose. Further, Grantee, its agents, employees and contractors shall comply with all laws and governmental orders, rules and regulations now or hereinafter applicable to the use of said property and the exercise of the rights herein granted. Grantee shall promptly pay and discharge any and all liens arising out of any work done, or suffered or permitted to be done, by Grantee on said property, and Grantor is hereby authorized to post any notice or take any other action upon or with respect to said property that is or may be permitted by law to prevent the attachment of any such liens to said property; provided, however, that failure of Grantor to take any such action shall not relieve Grantee of any obligation or liability under this or any other paragraph of this easement.

Except as otherwise set forth herein, Grantor makes no representation or warranty whatsoever as to the physical condition of the property. Grantee

OLYMPIC VIEW  
WATER & SEWER DISTRICT  
23725 Edmonds Way  
Edmonds, WA 98026  
774-7769

accepts the condition of the property and all adjacent real property of Grantor "AS IS" and "WITH ALL FAULTS" and Grantee agrees that its use of all of said property shall be at its sole risk.

Grantee shall exercise the rights herein granted on said property in a good, safe, careful and proper manner, and at all times said property shall be kept free from accumulation of all waste and debris reasonably associated with the exercise of said rights. Grantee shall not allow, commit or cause to be committed any destruction, misuse, alteration or neglect of said property.

Grantor reserves the right at any time and at Grantor's expense to relocate the easement area and any improvements placed thereon by Grantee to another location on real property owned by Grantor, and upon doing so, the legal description of the property which is subject to this easement shall be changed to the legal description of the relocated easement area. In the relocation of the easement and the improvements located thereon, the Grantor shall comply with the rules, regulations and standards of the Grantee, or any other governmental agency having jurisdiction thereof.

Upon the violation by Grantee of any of the terms and conditions set forth herein and the failure to remedy the same within thirty (30) days after written notice from Grantor to do so, then at the option of Grantor this easement shall forthwith terminate.

This easement shall terminate in the event that Grantee shall permanently cease to maintain and operate said improvements or in the event said improvements are removed from said property.

Grantee agrees to defend, indemnify and hold harmless Grantor, its subsidiaries and affiliates and its and their directors, officers, agents and employees (the "indemnitees") against all liability, costs, claims, losses, damages, injuries and expenses (including without limitation any fines, penalties, judgments, litigation costs and reasonable attorneys' fees) which the indemnitees may sustain, incur or become liable for, including, but not limited to, injury to or death of any person, including the employees, agents, contractors, representatives, invitees of Grantee or of an indemnitee, and loss of or damage to any property, including the property of Grantee or of an indemnitee, arising out of or in any way connected with the exercise of the rights herein granted, regardless in all cases whether or not such liability, costs, claims, losses, damages, injuries and expenses shall have been caused or contributed to by the passive, active or concurrent negligence of the indemnitees, unless such liability, costs, claims, losses, damages, injuries or expenses are proximately caused solely by the negligence or willful misconduct of any indemnitee.

Grantee hereby recognizes Grantor's title and interest in and to said property and agrees never to assail or resist Grantor's title or interest therein. No legal title or leasehold interest in said property shall be deemed or construed to have been created or vested in Grantee by anything contained in this easement. It is expressly understood and agreed by Grantee that Grantor shall be under no obligation to protect the privileges granted hereunder as against third parties or trespassers by legal proceedings or otherwise, and it is further agreed that Grantor shall not be liable in any way for any interference with said privileges to which Grantee is entitled.

This easement and the covenants herein shall be covenants running with land and shall be binding on the successors, heirs, and assigns of both parties hereto.

OLYMPIC VIEW  
WATER & SEWER DISTRICT  
23711 Andrews Way  
Edmonds, WA 98026

9603290025

RECORDED BY SNOHOMISH COUNTY: BOB TERWILLIGER, AUDITOR

This grant is subject to all valid and existing licenses, leases, grants, exceptions, reservations and conditions affecting said property.

This easement represents the entire agreement between Grantor and Grantee and supersedes any and all prior agreements and representations made relative to any easement or license agreement between Grantor and Grantee concerning said property. No amendment of this easement, or any other agreement or representation concerning said property shall be binding on any party to this easement, unless and until it is approved in writing by both parties hereto. No covenant or term of this easement shall be waived except with the express written consent of the waiving party whose forbearance or indulgence in any regard shall not constitute a waiver of such covenant or term. Failure to exercise any right in one or more instances shall not be construed as a waiver of the right to strict performance or as an amendment to this easement.

GRANTOR:

CHEVRON U.S.A. INC., a Pennsylvania corporation

By: M. W. McNew

Title: Assistant Secretary

Date: March 20, 1996

ACCEPTED AND AGREED:

GRANTEE:

OLYMPIC VIEW WATER & SEWER DISTRICT

By: R. J. [Signature]

Title: General Manager

Date: 3/25/96

9603290025

OLYMPIC VIEW  
WATER & SEWER DISTRICT  
23725 Edmonds Way  
Edmonds, WA 98026  
774-7750



RECORDED BY SNOHOMISH COUNTY: BOB TERWILLIGER, AUDITOR

STATE OF WASHINGTON )  
COUNTY OF SNOHOMISH ) SS.

On this 25th day of March, 1996, before me the undersigned, a Notary Public, personally appeared Roger E. Edmond, to be known to be the individual or individuals described in and who executed the within and foregoing instrument, and acknowledged that he (she or they) signed the same as his (her or their) free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year first above written.

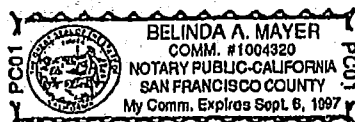
Christine Schmitz  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at Edmonds  
My Commission expires 4-20-96

STATE OF CALIFORNIA )  
CITY AND COUNTY OF SAN FRANCISCO ) SS.

On March 20, 1996 before me, Belinda A. Mayer, a Notary Public in and for the State of California, personally appeared M. W. McNeill, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity (test), and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Belinda A. Mayer [Seal]



9603290025

OLYMPIC VIEW  
WATER & SEWER DIST.  
25725 Highway 99  
Edmonds, WA 98026  
774-1799

RECORDED  
66 MAR 29 AM 9:35  
SNOHOMISH COUNTY, WASH.  
AUDITOR  
DEPUTY

VOL. 3142 PAGE 1564

199911100667



199911100667

11/10/1999 02:02 PM Snohomish  
P.0014 RECORDED County

EXCISE TAX  
REQUIRED

NOV 10 1999

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO

CHEVRON REAL ESTATE MANAGEMENT COMPANY  
575 Market Street  
San Francisco CA 94105

BOB DANTINI, Snohomish County Treasurer  
By BOB DANTINI

## AGREEMENT FOR EASEMENT FOR STORM DRAIN AND UTILITY PURPOSES

CHICAGO CT 362039 DE

THIS AGREEMENT is entered into as of this 11 day of October, 1999 by and between Lawrence Michael Investments, LLC, a Washington Limited Liability Company (hereafter referred to as "Grantee"), and Chevron USA, Inc., a Pennsylvania Corporation, (hereafter referred to as "Grantor")

For valuable consideration, receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant to Grantee, together with the right to construct, maintain, operate and use, in and across the real property in the City of Woodway, County of Snohomish, State of Washington, described on the legal description attached hereto as Exhibit A (the "property"), a non-exclusive perpetual easement, as more specifically shown on the legal descriptions attached hereto as Exhibit B and Exhibit C

For valuable consideration, receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant to Grantee a license to allow Grantee to inject said storm water into Grantor's runoff facility across its Point Wells plant site property westerly of the BNSF railroad right of way, ultimately discharging by means of Grantor's outfall to Puget Sound, said license commencing at the southern terminus of the easement as described in Exhibit C attached hereto

SEC 35 T27N R3E  
PN # 3527-033-011-00

This easement is granted subject to the following terms and conditions of this Agreement

- 1 The easement granted in this Agreement is for purposes of installation and maintenance of a storm drain and all facilities incident thereto. This easement is granted together with the right to enter upon and to pass and repass over and along said easement and right of way and to deposit tools, implements, and other materials thereon, by Grantee its agents, representatives, employees and contractors engaged by Grantee, whenever and wherever necessary for the purpose above set forth. Grantee hereby agrees to take all necessary precautions to avoid interfering in any manner with the operations or activities of Grantor, its lessee(s), other easement holders or licensees of Grantor.

- 2 The improvements shall be constructed at Grantee's sole cost, including, but not limited to, any necessary relocation of any existing facilities located within the Easement
- 3 Plans and specs of the location within the Easement shall be approved by Grantor prior to construction thereof
- 4 Grantee hereby waives and releases all claims against Grantor its partners, trustees, directors, officers, and employees, and agents (hereinafter the "Indemnitees"), for injury to or death of persons or damage to property arising in any way from the exercise of rights granted to Grantee by this easement, from the activities of Grantee, its agents, representatives, employees, contractors, subcontractors or material suppliers on the Easement, or from Grantee's failure to ensure compliance with the relevant federal, state and local regulations in accordance with the third paragraph herein below Grantee shall indemnify and defend indemnitees and each of them against and hold each Indemnitee harmless from any and all loss, cost, damage or claim therefor, expense or liability, including attorneys fees, whatsoever arising (i) out of any injury to or death of persons or damage to property occurring in, on or about the Property as a result of such exercise of activities by Grantee, its agents, representatives, employees, contractors, subcontractors or material suppliers, except to the extent any such injury or damage may be caused solely or contributory by the active negligence or willful misconduct of any such Indemnitee, or (ii) out of any other act or omission of Grantee, its agents, representatives, employees, contractors and subcontractors in entering upon the Property
- 5 In consideration for the granting of such easement, Grantee agrees to comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to any laws, rules, and regulations that exist on the date hereof or may exist at any time during which this easement may remain in effect
- 6 Grantee shall not commit any kind of waste upon the Property, and Grantee shall not cause any workmen's or material men's liens to be placed upon the Property, and agrees to indemnify and hold grantor harmless against any such liens including but not limited to the payment of attorney's fees
- 7 The easement granted in this Agreement is non-exclusive Grantor retains the right to make any use of the Property; including the right to grant concurrent easements to third parties, so long as such grants do not interfere unreasonably with Grantee's free use and enjoyment of the easement
- 8 This easement and the rights herein granted shall terminate in the event that Grantee shall fail for a continuous period of six (6) months to use the easement Grantor may from time to time by written notice request confirmation from Grantee as to the date of the Grantee's last use of the easement, and should Grantee fail to respond within thirty (30) days following receipt of such request from Grantor, this easement and all rights herein granted shall automatically

199911100667

terminate and no longer be of any force and effect Upon the request of Grantor at any time after the termination of this easement, Grantee shall prepare and deliver to Grantor a quitclaim in recordable form transferring its remaining interests in this easement to Grantor

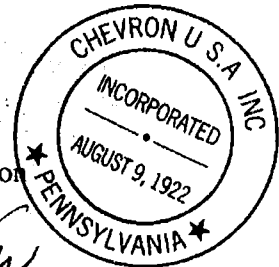
- 9 This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of Grantor and Grantee, whether private or public, except as otherwise provided in this Agreement
- 10 By acceptance and recordation of this easement, Grantee covenants for itself, its successors and assigns that the condition of the easement is accepted "AS IS" without any representations or warranties whatsoever, express or implies, as to the suitability of the Property for any purpose, and hereby releases Grantor from any and all liability on account of the condition of the Property
- 11 Grantee does hereby release, indemnify and promise to defend and save harmless Grantor from and against all liability, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred in defense thereof, arising directly or indirectly on account of or out of acts or omissions of Grantee and Grantee's servants, agents, employees and contractors in the exercise of the rights granted herein, PROVIDED HOWEVER, this Section does not purport to indemnify Grantor from damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence or willful conduct of Grantor his successors, agents or employees.
- 12 Upon completion of construction all components then situated on Grantor's property shall become the exclusive property of the Grantor Grantor shall be responsible for the physical repair and maintenance and resulting costs therefrom, HOWEVER, Grantee, or upon the date or thereafter of the turnover of the Homeowner's Association to the homeowners, the Homeowner's Association, shall promptly pay such costs within a reasonable time following written request of Grantor, FURTHER, if Grantor transfers or otherwise conveys its interest in the real property, description attached hereto as Exhibit A, whether such person or entity be public or private, Grantor's heirs, successors or assigns, as the case may be, shall become solely responsible for the maintenance and repair, and the costs therefrom relating to all portions of the drainage system then existing on Grantor's property
- 13 Grantor may, at any time, relocate this easement and the facilities located therein. Such relocation shall be done at Grantor's sole cost and expense and Grantee shall be granted a replacement easement without additional consideration The new location of the easement shall be mutually agreed upon by the Grantor and Grantee Grantor shall provide Grantee with a minimum of ninety (90) days notice of its intent to relocate the easement and facilities located therein.

199911100667

IN WITNESS WHEREOF, GRANTOR has executed this Instrument  
this 11<sup>th</sup> day of October, 1999

GRANTOR:

Chevron, USA, Inc.,  
a Pennsylvania Corporation



By

H.P. Walker  
H.P. WALKER

Its

ASSISTANT SECRETARY

Agreed to and Accepted this  
12 Day of October 1999

GRANTEE:

Lawrence Michael Investments LLC  
a Washington Limited Liability Company

By

[Signature]  
Its Member

199911100667

State of CALIFORNIA

County of SAN FRANCISCO

On October 11, 1999 before me, MICHAEL T. AUGELLO Notary Public  
Date Name and Title of Officer (e.g. "Jane Doe Notary Public")

personally appeared H.P. WALKER, ASSISTANT SECRETARY OF CHEVRON U.S.A. INC.  
Name(s) of Signer(s)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument



WITNESS my hand and official seal

Michael T. Augello  
Signature of Notary Public

#### OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

#### Description of Attached Document

Title or Type of Document Agreement for Easement for Storm Drain and Utility Purposes

Document Date October 11, 1999 Number of Pages 4

Signer(s) Other Than Named Above \_\_\_\_\_

#### Capacity(ies) Claimed by Signer(s)

Signer's Name H.P. WALKER

- ☐ Individual  
☒ Corporate Officer  
Title(s) Assistant Secretary  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney-in-Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other \_\_\_\_\_

Signer Is Representing

Chevron U.S.A. Inc., a  
Publicly Traded Corporation

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer  
Title(s) \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney-in-Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other \_\_\_\_\_

Signer Is Representing

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

199911100667

STATE OF WASHINGTON)

ss }

COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Larry J. Sundquist is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as Member of Lawrence Michael Investments LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

Dated October 12, 1999

NOTARY PUBLIC  
STATE OF WASHINGTON  
KAREN J. WOOD  
My Appointment Expires  
JULY 1, 2000

Notary Public

Karen J Wood  
Karen J Wood

My appointment expires July 1, 2000

ACKNOWLEDGMENT

PERSONAL REPRESENTATIVE, GUARDIAN, TRUSTEE, INDIVIDUAL OR PARTNER

199911100667

CERTIFICATE OF ASSISTANT SECRETARY

RESOLVED That any officer of this Corporation or any division thereof be and each of them is hereby, empowered in such capacity to execute for and on behalf of this Corporation (without the necessity of affixing the corporate seal) all papers requiring execution in the name of this Corporation, except no authority is conferred by this resolution for execution of any of the following

- 1 leases or deeds to others covering oil, gas or other hydrocarbon or non-hydrocarbon minerals underlying fee lands of this Corporation where either book value or sale price exceeds \$25 million or the acreage exceeds 6,400 acres,
- 2 deeds or conveyances to others covering fee lands of this Corporation, other than rights of way and similar easements, where either book value or sale price exceeds \$25 million,
- 3 documents, instruments or promissory notes in support of any borrowings, provided, however, that promissory notes and other documents given as consideration for the acquisition of real or personal property shall not be deemed to constitute a borrowing,
- 4 documents or agreements establishing bank accounts in the name of this Corporation, or withdrawing of funds or closing of and bank accounts of this Corporation, and be it further

RESOLVED That each party empowered by this resolution is authorized to affix the seal of this Corporation to such papers as require a seal and to acknowledge and deliver any such appears are fully as if special authority were granted in each particular instance, and be it further

RESOLVED That any officer of this Corporation or of any division thereof be and each of them is hereby empowered on behalf of this Corporation to appoint any person or persons whom they or any one of them may deem proper as Agent or Attorney-in-Fact of this Corporation usually for a term of one year but in no instance to exceed a term of five years with such powers said persons or any of them may lawfully do by virtue of the authority herein granted to them, and be it further

RESOLVED That the resolutions of similar import adopted by this Board of Directors on July 31, 1991, hereby are rescinded

I, D D Kauffman, Assistant Secretary of CHEVRON U S A INC, a Pennsylvania corporation, DO HEREBY CERTIFY that the foregoing is a full, true and correct copy of certain resolutions adopted by unanimous written consent of Directors of said Corporation, dated July 24, 1992, and that said resolutions are in full force and unrevoked

I FURTHER CERTIFY that H P Walker is an Assistant Secretary of said Corporation

WITNESS my hand and the seal of said Corporation this 11<sup>th</sup> day of October, 1999



D Kauffman  
Assistant Secretary

**199911100667**



**CHEVRON POINT WELLS  
LEGAL DESCRIPTION**

**EXHIBIT A**

**PARCEL D**

THAT CERTAIN PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND OF GOVERNMENT LOTS 3 AND 4, SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W M , AND OF LOTS 3 AND 4, EDMONDS TIDE LANDS, ACCORDING TO THE MAP ON FILE IN OLYMPIA, WASHINGTON ENTITLED ' PLAT OF TIDE LANDS OF THE FIRST CLASS AT THE TOWN OF EDMONDS, DESCRIBED AS FOLLOWS

BEGINNING AT A POINT ON THE WEST LINE OF THAT CERTAIN STRIP OF LAND CONVEYED TO SEATTLE & MONTANA RAILWAY COMPANY NOW KNOWN AS BURLINGTON NORTHERN, INC, A DELAWARE CORPORATION BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 5277 WHICH IS 748 FEET NORTH OF THE SOUTH LINE OF SAID SECTION, SAID POINT HAVING BEEN LOCATED BY GARDNER, GARDNER AND FISCHER, INC, CIVIL ENGINEERS, AS BEARING NORTH 0°02'39" EAST ALONG THE NORTH AND SOUTH QUARTER SECTION LINE, 748 00 FEET AND NORTH 89°30'46" WEST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 1381 93 FEET FROM THE QUARTER SECTION CORNER IN THE SOUTH LINE OF SAID SECTION, THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF SAID BURLINGTON NORTHERN RAILWAY RIGHT OF WAY 200 FEET, TO A POINT WHICH IS 560 46 FEET NORTH AND 1393 68 FEET WEST OF SAID QUARTER SECTION CORNER,

THENCE NORTH 89°30'46", WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 695 97 FEET TO THE GOVERNMENT MEANDER LINE OF PUGER SOUND, SAID MEANDER LINE BEING THE EASTERLY LINE OF SAID LOT 4 SAID EDMONDS TIDE LANDS,

THENCE NORTH 46°58'20" WEST ALONG SAID MEANDER LINE 147 44 FEET,

THENCE NORTH 89°30'46" WEST 163 21 FEET TO THE WESTERLY LINE OF SAID LOT 4, EDMONDS TIDE LANDS,

THENCE NORTH 41°17'17" WEST ALONG SAID WESTERLY LINE, 86 16 FEET TO AN ANGLE POINT IN SAID LINE,

THENCE NORTH 11°48'43" EAST ALONG SAID WESTERLY LINE OF LOT 4, AND ALONG THE WESTERLY LINE OF LOT 3 OF SAID EDMONDS TIDE LANDS, 990 54 FEET TO AN ANGLE POINT IN SAID LINE,

THENCE NORTHEASTERLY ALONG THE SAID WESTERLY LINE OF SAID LOT 3, EDMONDS TIDE LANDS, 359 62 FEET, MORE OR LESS, TO THE MOST WESTERLY CORNER OF THE J C VAN ECK TRACT, AS ESTABLISHED BY DECREE ENTERED IN SNOHOMISH COUNTY TITLE REGISTRATION CAUSE NO 5, ENTITLED J C VAN ECK, PLAINTIFF VS DANIEL HINES (ET AL) DEFENDANTS,

THENCE SOUTH 67°05'15" EAST ALONG THE SOUTHWESTERLY LINE OF THE SAID VAN ECK TRACT, AS ESTABLISHED IN SAID CAUSE NO 5, 986 73 FEET, TO A POINT IN THE SAID WESTERLY LINE OF SAID SEATTLE & MONTANA RAILWAY COMPANY'S RIGHT OF WAY,

THENCE SOUTHWESTERLY ALONG THE SAID WESTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING,

TOGETHER WITH TIDELANDS OF THE SECOND CLASS SITUATE IN FRONT OF, ADJACENT TO, OR ABUTTING UPON THE ABOVE DESCRIBED PORTION OF GOVERNMENT LOT 4, AS CONVEYED BY THE STATE OF WASHINGTON BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 758480

EXCEPT THAT PORTION OF GOVERNMENT LOT 3 AND SAID TIDELAND LOT 3, LYING NORTHERLY OF A LINE DESCRIBED AS FOLLOWS

COMMENCING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN RAILROAD DISTANT 1708 2 FEET NORTH OF THE SOUTH BOUNDARY OF SAID SECTION 35 AS PRODUCED FROM THE SOUTHEAST CORNER OF SAID SECTION THROUGH THE SOUTH QUARTER CORNER ON THE SOUTH LINE OF SAID SECTION,

THENCE SOUTH 22° 54'45" WEST ALONG THE WESTERLY RIGHT OF WAY LINE 272 27 FEET TO THE TRUE POINT OF BEGINNING OF THE LINE HEREIN DESCRIBED,

THENCE NORTH 76° 34'18" WEST 657 50 FEET,

THENCE SOUTH 0° 12' 17" WEST, 193 15 FEET,

THENCE NORTH 87° 02'52" WEST, 381 34 FEET,

THENCE NORTH 75° 41'33" WEST TO WEST LINE OF SAID TIDELAND LOT 3 AND THE TERMINUS OF THE LINE HEREIN DESCRIBED

**PARCEL E**

199911100667

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND OF GOVERNMENT LOT 4 AND OF VACATED HEBERLEIN ROAD, ACCORDING TO VOLUME 44 OF COMMISSIONER'S RECORDS, PAGE 44 IN SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., AND OF LOT 4, EDMONDS TIDELANDS, ACCORDING TO MAP ON FILE IN OLYMPIA, WASHINGTON ENTITLED 'PLAT OF TIDE LANDS OF THE FIRST CLASS AT THE TOWN OF EDMONDS' DESCRIBED AS FOLLOWS

BEGINNING AT A POINT ON THE WEST LINE OF THAT CERTAIN STRIP OF LAND CONVEYED TO SEATTLE & MONTANA RAILWAY COMPANY, NOW KNOWN AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION, BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 5277 WHICH IS 560 46 FEET NORTH AND 1393 68 FEET WEST FROM THE QUARTER SECTION CORNER IN THE SOUTH LINE OF SAID SECTION, AND IS ALSO THE SOUTHEAST CORNER OF PROPERTY CONVEYED TO STANDARD OIL COMPANY BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 5277 WHICH IS 560 46 FEET NORTH AND 1393 68 FEET WEST FROM THE QUARTER SECTION CORNER IN THE SOUTH LINE OF SAID SECTION, AND IS ALSO THE SOUTHEAST CORNER OF PROPERTY CONVEYED TO STANDARD OIL COMPANY BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 559040 LYING WESTERLY OF SAID RIGHT OF WAY,  
THENCE NORTH 89°30'46" WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION, 695 97 FEET TO THE GOVERNMENT MEANDER LINE OF PUGET SOUND, SAID MEANDER LINE BEING THE EASTERLY LINE OF SAID LOT 4, EDMONDS TIDE LANDS,  
THENCE NORTH 46°58'20" WEST ALONG SAID MEANDER LINE, 147 44 FEET,  
THENCE NORTH 89°30'46" WEST, 163 21 FEET TO THE WESTERLY LINE OF SAID LOT 4, EDMONDS TIDELANDS,  
THENCE SOUTH 41°17'17" EAST ALONG THE SAID WESTERLY LINE, 537 43 FEET TO A POINT ON A LINE 247 5 FEET NORTH OF AN PARALLEL TO THE SOUTH LINE OF SAID SECTION 35, PRODUCED WEST,  
THENCE ALONG THE SAID PARALLEL LINE, SOUTH 89°30'46" EAST 241 96 FEET TO THE SAID MEANDER LINE,  
THENCE NORTH 46°58'20" WEST ALONG THE SAID MEANDER LINE, 14 79 FEET TO A LINE WHICH IS 257 5 FEET NORTH OF AND PARALLEL TO THE SAID SOUTH LINE OF SECTION 35 PRODUCED WEST,  
THENCE ALONG THE SAID PARALLEL LINE, SOUTH 89°30'46" EAST, 674 86 FEET TO A POINT ON SAID LINE 1100 27 FEET WESTERLY (MEASURED ALONG SAID LINE), FROM ITS INTERSECTION WITH THE EAST BOUNDARY OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER  
THENCE PARALLEL TO SAID EAST BOUNDARY NORTH 0°02'39" EAST, 259 23 FEET,  
THENCE PARALLEL TO THE SOUTH BOUNDARY OF SAID SECTION 35, SOUTH 89°30'46" EAST 453 60 FEET,  
THENCE SOUTH 0°02'39" WEST 34 70 FEET,  
THENCE SOUTH 89°30'46" EAST, 616 67 FEET TO THE WEST MARGIN OF A COUNTY ROAD, SAID WEST MARGIN BEING 30 FEET WEST OF THE EAST BOUNDARY OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER,  
THENCE ALONG THE SAID WEST MARGIN, NORTH 0°02'39" EAST 34 70 FEET,  
THENCE NORTH 89°30'46" WEST 490 27 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED BY THE J.M. COLMAN COMPANY TO OSCAR E. JENSEN AS RECORDED IN VOLUME 203 OF DEEDS, PAGE 203, RECORDS OF SNOHOMISH COUNTY, WASHINGTON,  
THENCE ALONG THE WEST LINE OF SAID JENSEN TRACT, NORTH 0°02'39" EAST, 475 24 FEET TO THE SOUTHERLY BOUNDARY OF A TRACT OF LAND ACQUIRED BY THE STANDARD OIL COMPANY OF CALIFORNIA BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 168802 (AS THE SAID SOUTHERLY BOUNDARY IS FIXED BY DECREE ENTERED IN SNOHOMISH COUNTY TITLE REGISTRATION CAUSE NO. 5, ENTITLED J.C. VAN ECK, PLAINTIFF VS. DANIEL HINES ET AL DEFENDANTS),  
THENCE ALONG THE SAID SOUTHERLY BOUNDARY AS FIXED BY SAID DECREE NORTH 89°17'45" WEST, 788 60 FEET TO THE WESTERLY MARGIN OF SAID SEATTLE & MONTANA RAILWAY COMPANY'S RIGHT OF WAY,  
THENCE ALONG THE SAID RIGHT OF WAY MARGIN SOUTH 22°54'30" WEST 18 15 FEET TO A POINT OF CURVE,  
THENCE ON A CURVE TO THE LEFT OF RADIUS 1005 37 FEET, A DISTANCE OF 439 54 FEET TO THE PLACE OF BEGINNING,

EXCEPT THE RIGHT OF WAY OF SEATTLE & MONTANA RAILWAY COMPANY AS CONVEYED BY DEEDS RECORDED UNDER AUDITOR'S FILE NUMBER 5277 AND 120070,

TOGETHER WITH TIDELANDS OF THE SECOND CLASS SITUATED IN FRONT OF, ADJACENT TO, OR ABUTTING UPON THE ABOVE DESCRIBED PORTION OF GOVERNMENT LOT 4, AS CONVEYED BY THE STATE OF WASHINGTON BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 758480

**PARCEL F**

ALL THAT PORTION OF GOVERNMENT LOT 4, SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS

199911100667

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35,  
THENCE NORTH 0°21'27" EAST 247.50 FEET,  
THENCE NORTH 89°00' WEST ALONG THE NORTH LINE OF PROPERTY CONVEYED TO ELIZABETH JANE SPENCER BY DEED RECORDED IN VOLUME 5 OF DEEDS, PAGE 264, 1100.27 FEET TO THIS TRUE POINT OF BEGINNING OF THIS DESCRIPTION,  
THENCE NORTH 10 FEET TO A POINT ON THE SOUTH LINE OF PROPERTY CONVEYED TO NORTH AMERICAN TERRA COTTA TILE BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 81850,  
THENCE NORTH 89°00' WEST ALONG THE SOUTH LINE OF SAID NORTH AMERICAN TERRA COTTA TILE PARCEL TO THE WATERS OF PUGET SOUND,  
THENCE SOUTH TO A POINT WHICH IS 10 FEET SOUTH OF AND PARALLEL TO THE LINE LAST ABOVE DESCRIBED,  
THENCE SOUTH 89°00' EAST TO THE POINT OF BEGINNING,

EXCEPT THAT PORTION OF SAID PREMISES LYING EASTERLY OF THE WESTERLY LINE OF THE SEATTLE & MONTANA RAILWAY COMPANY'S RIGHT OF WAY, NOW KNOWN AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION, AS CONVEYED BY DEEDS RECORDED UNDER AUDITOR'S FILE NUMBERS 5277 AND 120070,

TOGETHER WITH TIDELANDS OF THE SECOND CLASS SITUATE IN FRONT OF, ADJACENT TO, OR ABUTTING UPON THE ABOVE DESCRIBED PARCEL F, AS CONVEYED BY THE STATE OF WASHINGTON RECORDED UNDER AUDITOR'S FILE NUMBER 758480

**PARCEL G:**

ALL THAT PORTION OF GOVERNMENT LOT 4, SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., LYING WESTERLY OF THAT CERTAIN STRIP OF LAND CONVEYED TO SEATTLE & MONTANA RAILWAY COMPANY, NOW KNOWN AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 5662 AND SOUTH OF A LINE WHICH IS PARALLEL TO AND DISTANT 247.5 FEET NORTH OF THE SOUTH LINE OF SECTION 35 AS PRODUCED FROM THE SOUTHEAST CORNER OF SECTION 35 THROUGH THE QUARTER CORNER ON THE SOUTH LINE OF SAID SECTION,

TOGETHER WITH TIDELANDS OF SECOND CLASS, SITUATE IN FRONT OF, ADJACENT TO, OR ABUTTING UPON THE ABOVE DESCRIBED PARCEL G, AS CONVEYED BY THE STATE OF WASHINGTON BY DEEDS RECORDED UNDER AUDITOR'S FILE NUMBERS 127046 AND 499310

199911100667

EXHIBIT B

Summit Surveying Inc  
12606 - 82nd Ave NE  
Kirkland, WA 98034  
Ph (425) 814-8487  
Fax (425) 823-8867

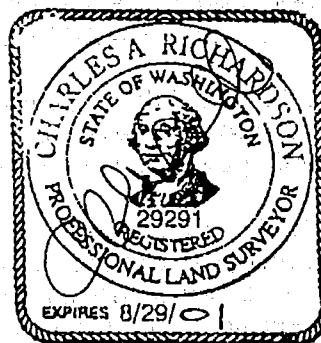
Revised 9/14/99  
SSI Job No 99116

**PLAT OF WOODWAY HIGHLANDS  
OFFSITE DRAINAGE EASEMENT THROUGH CHEVRON PROPERTY  
EAST OF RAILROAD RIGHT-OF-WAY**

That portion of the Southwest 1/4 of Section 35, Township 27 North, Range 3 East, W M, in Snohomish County, Washington, being a strip of land 20 feet in width, having 10 feet on each side of the following described centerline, said centerline being more particularly described as follows

COMMENCING at the Southeast corner of said subdivision, thence N 01° 11' 56" E, along the East line of said subdivision, a distance of 492 03 feet to the Easterly prolongation of a line which is 10 feet North of and parallel with the North line of that Short Plat recorded under Auditor's File No 8307220306, records of said county, thence N 88° 33' 35" W, along said line, a distance of 30 00 feet to the Westerly right-of-way margin of 116th Ave. West and the POINT OF BEGINNING of said centerline and strip, thence N 88° 33' 35" W, continuing along said line, a distance of 333 79 feet, thence N 82° 45' 52" W, 112 58 feet, thence N 87° 37' 58" W, 79 06 feet, thence N 04° 10' 01" W, 27 21 feet, thence N 88° 11' 37" W, 309 41 feet, thence N 88° 33' 35" W, 226 65 feet, thence N 42° 37' 26" W, 20 00 feet, thence S 88° 47' 43" W, 133 88 feet, thence N 05° 52' 57" E, 220 00 feet, thence N 78° 57' 30" W, 40 feet, more or less, to the Easterly margin of the Burlington Northern Railroad right-of-way and the terminus of said centerline and strip

The sidelines of said strip to be shortened or lengthened so as to terminate at angle points, said Burlington Northern Railroad right-of-way margin and said margin of 116th Ave West

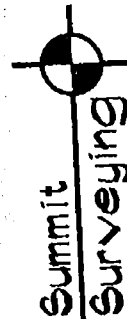
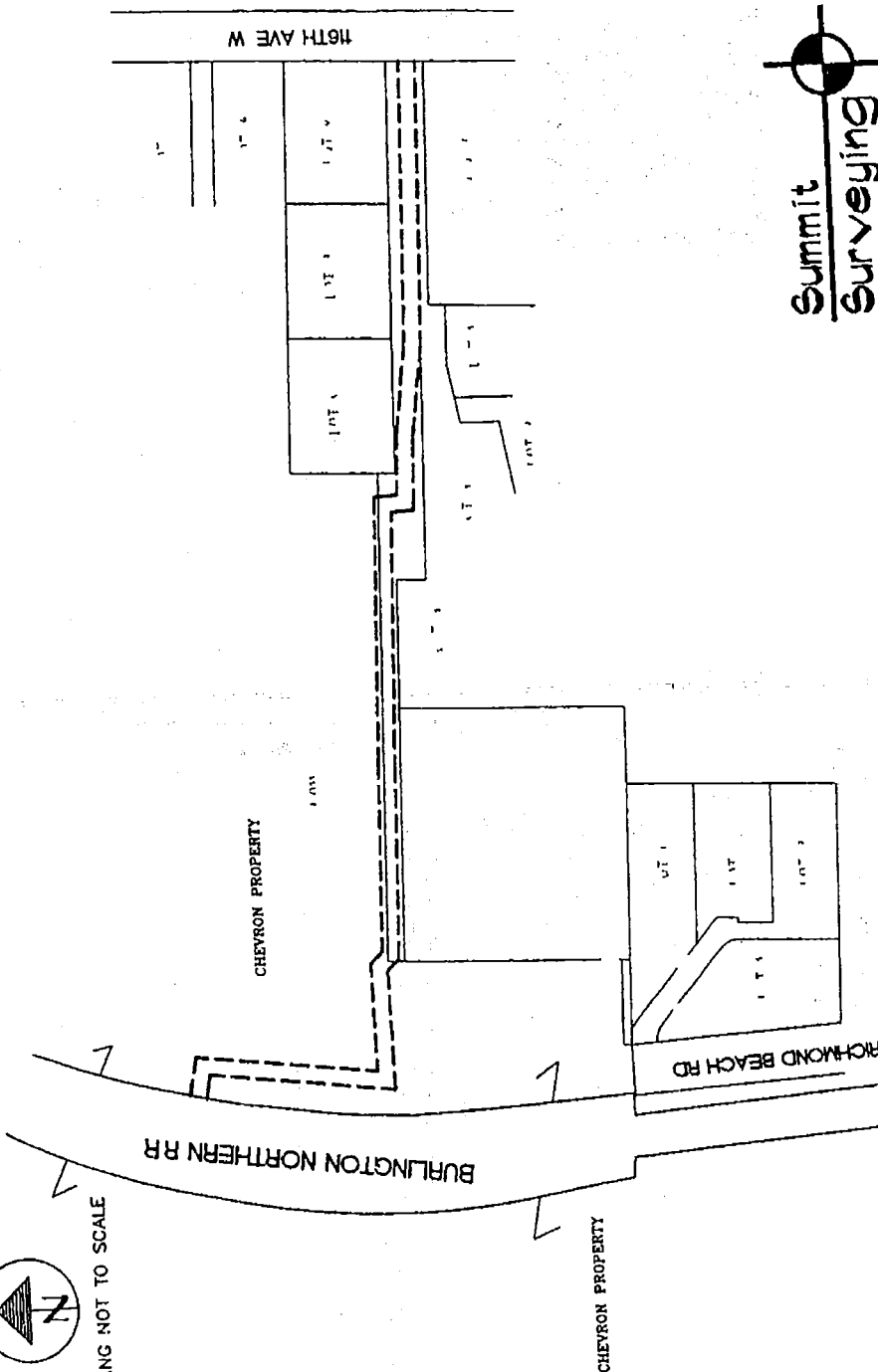


**199911100667**

# WOODWAY HIGHLANDS



DRAWING NOT TO SCALE



12506 82ND AVE. N.E.  
KIRKLAND, WA 98034  
(425) 814-8487  
FAX (425) 823-8867

LEGAL DESCRIPTION EXHIBIT MAP  
OFFSITE DRAINAGE EASEMENT THROUGH  
CHEVRON PROPERTY  
EAST OF RAILROAD RIGHT-OF-WAY

199911100667

EXHIBIT C

Summit Surveying Inc  
12606 - 82nd Ave NE  
Kirkland, WA 98034  
Ph (425) 814-8487

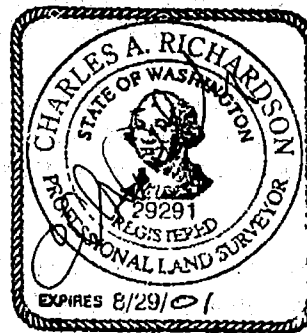
Revised 9/27/99  
SSI Job No 96142

**PLAT OF WOODWAY HIGHLANDS  
OFFSITE DRAINAGE EASEMENT THROUGH CHEVRON PROPERTY  
WEST OF RAILROAD RIGHT-OF-WAY**

That portion of the Southwest 1/4 of Section 35, Township 27 North, Range 3 East, W M , in Snohomish County, Washington, being a strip of land 20 feet in width, having 10 feet on each side of the following described centerline; said centerline being more particularly described as follows

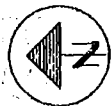
COMMENCING at the Southeast corner of said subdivision, thence N 83° 33' 35" W, along the South line of said subdivision, a distance of 1,393.13 feet, thence N 01° 26' 25" E, 214.62 feet to the POINT OF BEGINNING of said centerline and strip, thence along said centerline the following courses and distances. N 05° 17' 16" W, 188.91 feet, N 09° 39' 54" E, 100.50 feet, N 02° 51' 21" W, 133.07 feet, N 11° 34' 36" W, 37.86 feet, N 18° 10' 42" E, 52.94 feet, N 12° 06' 43" E, 35.51 feet; N 19° 19' 14" E, 45.73 feet, N 07° 15' 05" E, 18.91 feet, and S 66° 46' 08" E, a distance of 10 feet, more or less, to the Westerly margin of the Burlington Northern Railroad right-of-way and the terminus of said centerline and strip

The sidelines of said strip to be shortened or lengthened so as to terminate at angle points and said Burlington Northern Railroad right-of-way margin

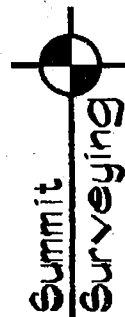
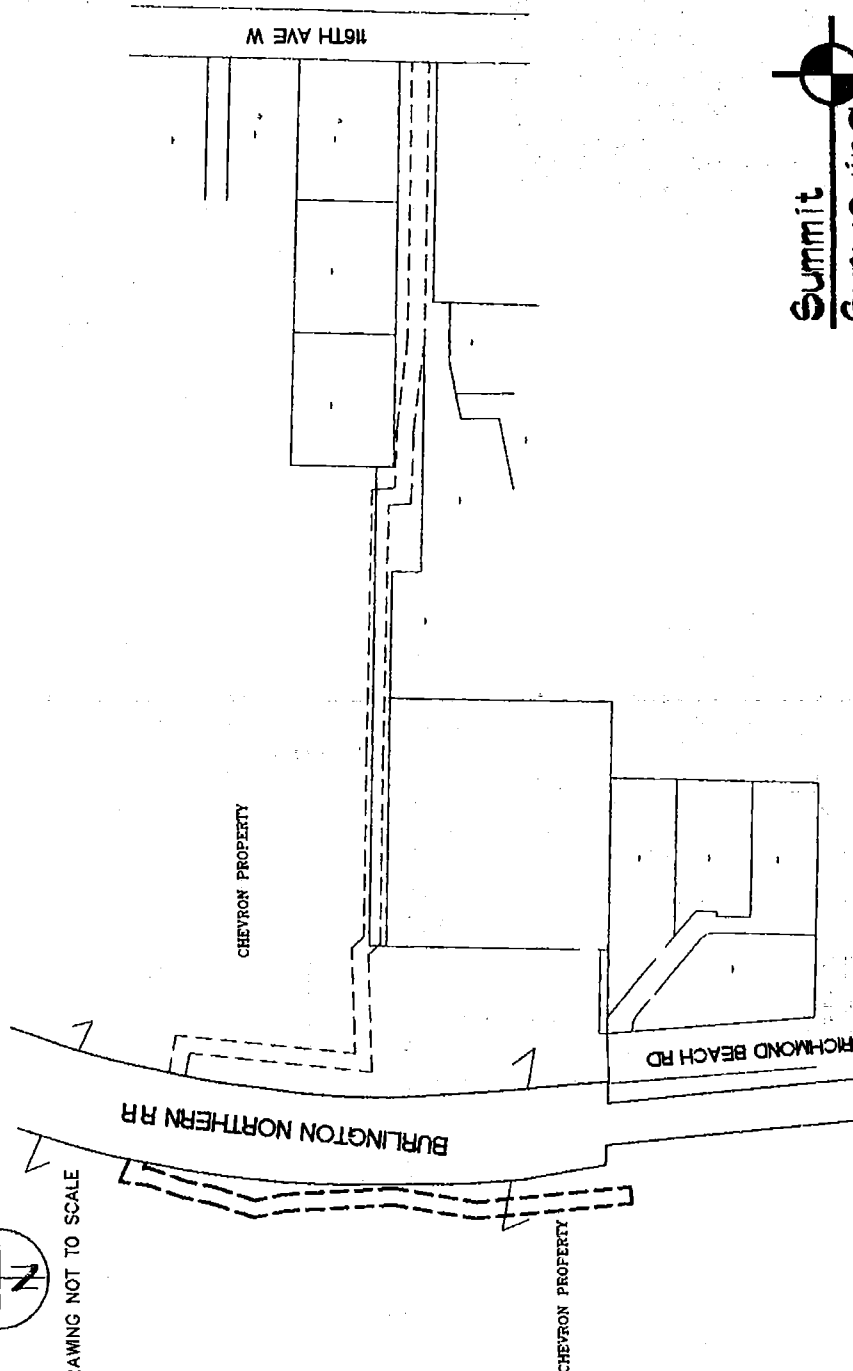


**199911100667**

# WOODWAY HIGHLANDS



DRAWING NOT TO SCALE



**Summit  
Surveying**  
12806 82ND AVE N E  
KIRKLAND, WA 98034  
(425) 814-8487  
FAX (425) 823-8887

LEGAL DESCRIPTION EXHIBIT MAP  
OFFSITE DRAINAGE EASEMENT THROUGH  
CHEVRON PROPERTY  
WEST OF RAILROAD RIGHT-OF-WAY

199911100667

\$ 1367,800

200503011232.001  
294643

24,346.84

After Recording, Mail To

Bullivant Houser Bailey, PC  
Attn: Douglas A. Luetjen  
1601 Fifth Avenue, Ste 2300  
Seattle, WA 98101-1618

Ticor Title Insurance  
1000 SW Broadway  
Suite 1555  
Portland, OR 97205  
Deanna Freatt



200503011232 18 PGS  
03-01-2005 03:21pm \$36.00  
SNOHOMISH COUNTY, WASHINGTON

Reference Numbers of Related Documents

Grantor Chevron U.S.A. Inc., a Pennsylvania corporation

Grantee. Paramount of Washington, Inc., a Washington corporation

Abbreviated Legal Description Portion Southwest Quarter 35-27-3 page 11

Assessor's Property Tax Parcel Account Number(s). 270335-003-012; 270335-003-027,  
270335-003-028; 270335-003-011,  
270335-003-009; 270335-003-010

INSURED BY  
CHICAGO TITLE

CT 5300438A

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATUTORY WARRANTY DEED

Chevron U.S.A. Inc., a Pennsylvania corporation ("Grantor"), for valuable consideration paid, conveys and warrants to Paramount of Washington, Inc., a Washington corporation, ("Grantee"), that certain real property ("Property") free of encumbrances except as specifically set forth herein and in Exhibit "B" attached hereto and incorporated herein by reference, which Property is situated in the County of Snohomish, State of Washington, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference together with (i) all fixtures and improvements, if any, located thereon, (ii) any and all appurtenant easements or rights-of-way, and any of Grantor's rights to use same, (iii) any and all right of ingress and egress to and from the land and any of Grantor's rights to use same, (iv) the mineral rights owned by Grantor relating to the land, and (v) all right, title and interest of Grantor, if any, in and to (a) any and all roads, streets, alleys and ways (open or proposed) located within or adjacent to the boundaries of the land, (b) any and all strips, gores, or pieces of property abutting, bounding or which are adjacent or contiguous to the land (whether owned or claimed by deed, limitations or otherwise), (c) any and all air rights relating to the land, and (d) any and all reversionary interests in and to the land For the avoidance of doubt, Grantor hereby confirms that it is hereby conveying the Property, together with any fixtures or improvements located on the Property, to Grantee, its heirs, successors and assigns, with statutory warranty of title pursuant to the provisions of RCW 64 04 030, subject to the terms of the Purchase and Sale Agreement identified below.

No. 2824885 3/1/2005 2:26 PM  
Thank you for your payment.  
GERI

573.16

No. 2024816 3/1/2005 2:33 PM  
Thank you for your payment.  
GERI

36-  
\$32,200 294644



By acceptance and recordation of this Deed, and without waiving or altering any rights Grantee has and any responsibilities and/or obligations Grantor and/or Grantee may have pursuant to (i) the terms and provision of that certain Purchase and Sale Agreement dated December 14, 2004 between Grantor and Paramount Petroleum Corporation ("Paramount"), or (ii) any other agreement between Grantor and Paramount, Grantee acknowledges that the Property has been used as an asphalt plant and terminal by Grantor for a number of years; such use included processing, storage and dispensing of asphalt and related hydrocarbon products, as a result of such activities, leakage or seepage of such asphalt and hydrocarbon products has occurred resulting in petroleum hydrocarbon impacted soils or groundwater contamination; Grantor's remediation and cleanup of the Property has included treatment of petroleum hydrocarbon impacted soils and the removal of both above-ground and under-ground petroleum product storage tanks, environmental problems may be encountered in construction or excavation of the Property that may then require Grantee to comply with governmental regulations or laws and safety precautions; the Property may contain buried debris, equipment and pipelines, the locations of which may not be determined, and Grantor may not have obtained all of the requisite information to determine the exact nature or condition of the Property to know the effects such use has had on the physical condition of the Property

By acceptance and recordation of this Deed, Paramount and Grantee agree, for each of themselves, and as notice to their respective successors and/or assigns, that except as provided in: (i) that certain Environmental Responsibilities Agreement between Grantor and Paramount relating to the Property, a memorandum of which is recorded concurrent herewith, (ii) that certain Purchase and Sale Agreement dated December 14, 2004, between Grantor and Paramount relating to the Property, and (iii) RCW § 64.04.030 relating to statutorily imposed deed covenants:

(a) Grantor is transferring to the Grantee those responsibilities and liabilities related to any and all environmental contamination on the Property as identified in the Environmental Responsibilities Agreement entered into in connection herewith;

(b) Except for the warranty of title herein, Grantee is acquiring the Property "AS IS" and "WITH ALL FAULTS" and without any representations or warranties whatsoever, express or implied, with full knowledge of its prior use,

(c) Paramount and Grantee, for each of themselves, and for their successors and/or assigns, hereby release Grantor from any and all liability on account of the condition of the Property, including, without limitation, any and all liability resulting from the existence of motor fuel hydrocarbon or other environmental contamination on the Property;

(d) Paramount and Grantee, for each of themselves, and for their respective successors and/or assigns, but not subsequent owners of all or any portion of the Property who are not Related Parties (as defined in the Environmental Responsibilities Agreement) of Paramount or Grantee hereby agree to defend, indemnify and hold Grantor harmless from any claims, judgments, or liabilities with respect to subsections (a) through (f) contained herein. Notwithstanding anything to the contrary contained herein, it is hereby understood

that except for the indemnity obligations set forth in subsection (e) below, subsequent owners of all or any portion of the Property who are not Related Parties of Paramount or Grantee, shall not be responsible for and shall not in any way be liable for the indemnity obligations set forth in this subsection (d), it being further understood by the parties hereto that subject to the terms hereinabove, such responsibility shall continue to be that of Paramount and Grantee hereunder;

(e) No successor and/or assign, of Paramount or Grantee or subsequent owner of all or any portion of the Property, shall be entitled to assert any right or claim against Grantor that is not in accordance with the foregoing terms of this Statutory Warranty Deed (and if any such successor and/or assign or subsequent owner should assert any such right or claim, such successor and/or assign, or subsequent owner, as the case may be, shall be obligated to fully indemnify and defend Grantor, its successors and/or assigns, against any costs, loss and expense that Grantor, its successors and/or assigns, shall suffer as a result of any such assertion), and

(f) Grantee for itself, and for its successors and/or assigns, hereby covenants and agrees that the Property shall not be used, now or at any time in the future, in whole or in part, for any of the following uses:

- 1 Any use involving single or multi-family residential occupancy, temporary overnight occupancy (including hotels, motels, camps, campgrounds or any other lodgings), school, day care, public recreation or hospital use,
- 2 Any use that would conflict with or disturb the integrity of any petroleum hydrocarbon remediation or monitoring equipment or stormwater drainage system located on the Property or dredging that would disturb sediments on the coastal boundary of the Property, without the prior written consent of Grantor, such consent not to be unreasonably withheld, conditioned or delayed, or
- 3 Any use of groundwater at the Property, by extraction through wells or by other means, which use involves consumption or non-consumptive use of the groundwater. This prohibition shall not apply to extraction of groundwater associated with (i) any temporary dewatering activities related to the installation of sewers or utilities, roads, streets, drives, and/or industrial facilities at the Property, or (ii) remediation activities. If groundwater is extracted, it shall not be used for any consumptive purposes whatsoever.

The above prohibited uses shall be referred to collectively as the "Restricted Uses" Grantee hereby acknowledges Grantor's stipulation that the Restricted Uses shall run with the land and be binding upon Grantee's successors and/or assigns and all subsequent owners of all or any portion of the Property. Grantee hereby acknowledges Grantor's representations that this deed restriction is imposed out of an abundance of caution, because a portion of the Property was formerly used as an asphalt processing plant and petroleum fuel terminal for a number of years, and at the time of this conveyance, hydrocarbons may be present at various locations in the soil and groundwater.

(g) The Restricted Uses shall not apply to the Property, or the applicable subdivided portion of the Property, if:

(i) Grantee, its successors and/or assigns, can establish that there are no petroleum hydrocarbons in the soil or groundwater of the Property, or the applicable subdivided portion of the Property, or

(ii) Grantee, its successors or assigns, can establish that the contaminated soils or groundwater of the Property, or the applicable subdivided portion thereof, are remediated to the levels that the federal, state or local governmental entity, responsible for environmental and public health matters, and with jurisdiction over the Property, deems in writing or by court order to be adequate for the Property to be developed for any of the Restricted Uses; or

(iii) the Washington State Department of Ecology ("WDOE"), or the successor thereto, determines in writing pursuant to applicable law or by court order, that it is not necessary to restrict use of all or a portion of the Property because no further remediation is required with respect to the Restricted Uses (this determination shall be based upon an investigation that identifies contaminants that might result in exposure from the Restricted Uses and a risk assessment utilizing risk assessment methodology in place at the time of application to the WDOE).

Grantee, its successors and/or assigns as applicable, shall furnish Grantor, its successors and/or assigns, with written notice promptly upon the initiation of any process relating to the removal of the Restricted Uses. All notices required or permitted to be given hereunder shall be in writing and mailed using the United States Mail postage prepaid by certified or registered mail, return receipt requested, to the appropriate address indicated below or at such other place or places as either Grantor or Grantee, or their respective successors and/or assigns, may, from time to time, respectively, designate in a written notice given to the other. Notices which are deposited in the United States Mail in accordance with the terms of this provisions shall be deemed received three (3) days after the date of mailing thereof.

**To Grantor**

Chevron U.S.A. Inc.  
Attn: Marie Bonilla  
6001 Bollinger Canyon Road, Rm L3310  
San Ramon, CA 94583  
Fax: (925) 842-8410

**With a copy to:**

ChevronTexaco Products Company  
Attn: Law Department  
6101 Bollinger Canyon Road, 5<sup>th</sup> floor  
San Ramon, CA 94583  
Fax: (925) 790-3570

To Grantee. Paramount of Washington, Inc.  
14700 Downey Avenue  
Paramount, CA 90723  
Attention: W. Scott Lovejoy III

To Paramount Paramount Petroleum Corporation  
14700 Downey Avenue  
Paramount, CA 90723  
Attention W Scott Lovejoy III

All third party costs of removing the foregoing deed restrictions shall be borne by the party seeking such removal, including the cost of any remediation or abatement of any environmental condition of or pertaining to the Property, regardless of mechanism used and the frequency thereof, subject to the Environmental Responsibilities Agreement. Grantor, its successors and assigns, shall cooperate in good faith in the removal of such restrictions if and when the said conditions for removal have been met. The foregoing deed restriction shall run with the land and be binding on Grantee and its successors and assigns.

Notwithstanding anything to the contrary herein, it is understood by the parties hereto that Paramount is not taking title to or interest in any of the Property. This Statutory Warranty Deed is entered into by Paramount only for the benefit of the Grantor, its successors and assigns with respect to subsections (a) through (f) above.

DATED this 1<sup>st</sup> day of March, 2005

"Grantor"

Chevron U S A Inc ,  
a Pennsylvania corporation

By: Hongyan Xun  
Name. Hongyan Xun

Title: Assistant Secretary

"Grantee"

Paramount of Washington, Inc ,  
a Washington corporation

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

To Grantee: Paramount of Washington, Inc.  
14700 Downey Avenue  
Paramount, CA 90723  
Attention: W Scott Lovejoy III

To Paramount: Paramount Petroleum Corporation  
14700 Downey Avenue  
Paramount, CA 90723  
Attention: W Scott Lovejoy III

All third party costs of removing the foregoing deed restrictions shall be borne by the party seeking such removal, including the cost of any remediation or abatement of any environmental condition of or pertaining to the Property, regardless of mechanism used and the frequency thereof, subject to the Environmental Responsibilities Agreement. Grantor, its successors and assigns, shall cooperate in good faith in the removal of such restrictions if and when the said conditions for removal have been met. The foregoing deed restriction shall run with the land and be binding on Grantee and its successors and assigns.

Notwithstanding anything to the contrary herein, it is understood by the parties hereto that Paramount is not taking title to or interest in any of the Property. This Statutory Warranty Deed is entered into by Paramount only for the benefit of the Grantor, its successors and assigns with respect to subsections (a) through (f) above.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

"Grantor"

Chevron U.S.A. Inc.,  
a Pennsylvania corporation

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

"Grantee"

Paramount of Washington, Inc.,  
a Washington corporation

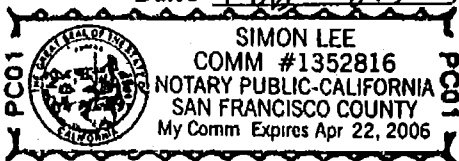
By: W. Scott Lovejoy III

Name: W. Scott Lovejoy III

Title: CEO

STATE OF CACOUNTY OF Contra Costa

I ~~certify~~ **Hongyan Xun** that I know or have satisfactory evidence that Hongyan Xun is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the **Assistant Secretary** of CHEVRON U.S.A., INC. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: Feb 25, 2005.

[Seal or Stamp]

Simon Lee  
 Notary Public in and for the State of CA

Printed Name: Simon LeeMy appointment expires: Apr 22, 2006

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of PARAMOUNT OF WASHINGTON, INC. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

Dated \_\_\_\_\_, 2005.

[Seal or Stamp]

Notary Public in and for the State of \_\_\_\_\_

Printed Name: \_\_\_\_\_

My appointment expires: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of CHEVRON U S A , INC. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated. \_\_\_\_\_, 2005.

[Seal or Stamp]

Notary Public in and for the State of \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 My appointment expires: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of PARAMOUNT OF WASHINGTON, INC. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated. \_\_\_\_\_, 2005

*see attached certificate*

[Seal or Stamp]

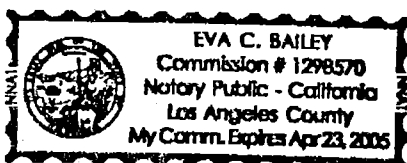
Notary Public in and for the State of \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 My appointment expires: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California  
 County of Los Angeles  
 On Feb. 26, 2005 before me, Eva C. Bailey Notary Public  
Date Name and Title of Officer (e.g. "Jane Doe Notary Public")  
 personally appeared W Scott Lovejoy III  
Name(s) of Signer(s)

- ☒ personally known to me  
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument



WITNESS my hand and official seal

*[Signature]*  
 Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

**Description of Attached Document**

Title or Type of Document Statutory Warranty Deed  
 Document Date None Number of Pages \_\_\_\_\_

Signer(s) Other Than Named Above \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name \_\_\_\_\_

- ☐ Individual  
☒ Corporate Officer  
 Title(s) \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney-in-Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer Is Representing

Paramount of  
Washington, Inc.

Signer's Name \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer  
 Title(s) \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney-in-Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer Is Representing



**EXHIBIT A  
TO THE  
STATUTORY WARRANTY DEED  
[See Attached Description]**

EXHIBIT "A"  
5300438A

PARCEL A:

ALL THAT PORTION OF GOVERNMENT LOT 3, LYING WESTERLY OF THE WESTERLY RIGHT OF WAY MARGIN OF THAT CERTAIN STRIP OF LAND CONVEYED TO SEATTLE AND MONTANA RAILWAY COMPANY (NOW KNOWN AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION) BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 6220 AND OF TIDE LAND LOT 3, ACCORDING TO THE MAP ON FILE IN OLYMPIA, WASHINGTON, ENTITLED "PLAT OF TIDE LANDS OF THE FIRST CLASS AT THE TOWN OF EDMONDS," SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, LYING NORTHERLY OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WESTERLY LINE OF THAT CERTAIN STRIP OF LAND CONVEYED TO SEATTLE AND MONTANA RAILWAY COMPANY NOW KNOWN AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 6220, A DISTANCE OF 1708.20 FEET NORTH OF THE SOUTH BOUNDARY OF SAID SECTION 35 AS PRODUCED FROM THE SOUTHEAST CORNER OF SAID SECTION THROUGH THE SOUTH QUARTER CORNER OF THE SOUTH LINE OF SAID SECTION;

THENCE SOUTH 22° 54'45" WEST ALONG THE WESTERLY LINE OF SAID RIGHT OF WAY A DISTANCE OF 272.27 FEET TO THE TRUE POINT OF BEGINNING OF THE LINE HEREIN DESCRIBED;

THENCE NORTH 76° 34'18" WEST 657.50 FEET;

THENCE SOUTH 0° 12'17" WEST, 193.15 FEET;

THENCE NORTH 87° 02'52" WEST, 381.34 FEET;

THENCE NORTH 75° 41'33" WEST TO WEST LINE OF SAID TIDELAND LOT 3 AND THE TERMINUS OF THE LINE HEREIN DESCRIBED.

PARCEL D:

THAT CERTAIN PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND OF GOVERNMENT LOTS 3 AND 4, SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., AND OF LOTS 3 AND 4, EDMONDS TIDE LANDS, ACCORDING TO THE MAP ON FILE IN OLYMPIA, WASHINGTON ENTITLED 'PLAT OF TIDE LANDS OF THE FIRST CLASS AT THE TOWN OF EDMONDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THAT CERTAIN STRIP OF LAND CONVEYED TO SEATTLE & MONTANA RAILWAY COMPANY NOW KNOWN AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION, BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 5277 WHICH IS 748 FEET NORTH OF THE SOUTH LINE OF SAID SECTION, SAID POINT HAVING BEEN LOCATED BY GARDNER, GARDNER AND FISCHER, INC., CIVIL ENGINEERS, AS BEARING NORTH 0°02'39" EAST ALONG THE NORTH AND SOUTH QUARTER SECTION LINE, 748.00 FEET AND NORTH 89°30'46" WEST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 1381.93 FEET FROM THE QUARTER SECTION CORNER IN THE SOUTH LINE OF SAID SECTION; THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF SAID BURLINGTON NORTHERN RAILWAY RIGHT OF WAY 200 FEET, TO A POINT WHICH IS 560.46 FEET NORTH AND 1393.68 FEET WEST OF SAID QUARTER SECTION CORNER; THENCE NORTH 89°30'46" WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 695.97 FEET TO THE GOVERNMENT MEANDER LINE OF PUGET SOUND, SAID

MEANDER LINE BEING THE EASTERLY LINE OF SAID LOT 4 SAID EDMONDS TIDE LANDS;  
 THENCE NORTH 46°58'20" WEST ALONG SAID MEANDER LINE 147.44 FEET;  
 THENCE NORTH 89°30'46" WEST 163.21 FEET TO THE WESTERLY LINE OF SAID LOT 4, EDMONDS TIDE LANDS;  
 THENCE NORTH 41°17'17" WEST ALONG SAID WESTERLY LINE, 86.16 FEET TO AN ANGLE POINT IN SAID LINE;  
 THENCE NORTH 11°48'43" EAST ALONG SAID WESTERLY LINE OF LOT 4, AND ALONG THE WESTERLY LINE OF LOT 3 OF SAID EDMONDS TIDE LANDS, 990.54 FEET TO AN ANGLE POINT IN SAID LINE;  
 THENCE NORTHEASTERLY ALONG THE SAID WESTERLY LINE OF SAID LOT 3, EDMONDS TIDE LANDS, 359.62 FEET, MORE OR LESS, TO THE MOST WESTERLY CORNER OF THE J. C. VAN ECK TRACT, AS ESTABLISHED BY DECREE ENTERED IN SNOHOMISH COUNTY TITLE REGISTRATION CAUSE NO. 5, ENTITLED J. C. VAN ECK, PLAINTIFF VS. DANIEL HINES (ET AL) DEFENDANTS;  
 THENCE SOUTH 67°05'15" EAST ALONG THE SOUTHWESTERLY LINE OF THE SAID VAN ECK TRACT, AS ESTABLISHED IN SAID CAUSE NO. 5, 986.73 FEET, TO A POINT IN THE SAID WESTERLY LINE OF SAID SEATTLE & MONTANA RAILWAY COMPANY'S RIGHT OF WAY;  
 THENCE SOUTHWESTERLY ALONG THE SAID WESTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING;

TOGETHER WITH TIDELANDS OF THE SECOND CLASS SITUATE IN FRONT OF, ADJACENT TO, OR ABUTTING UPON THE ABOVE DESCRIBED PORTION OF GOVERNMENT LOT 4, AS CONVEYED BY THE STATE OF WASHINGTON BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 758480.

EXCEPT THAT PORTION OF GOVERNMENT LOT 3 AND SAID TIDE LAND LOT 3, LYING NORTHERLY OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN RAILROAD DISTANT 1708.2 FEET NORTH OF THE SOUTH BOUNDARY OF SAID SECTION 35 AS PRODUCED FROM THE SOUTHEAST CORNER OF SAID SECTION THROUGH THE SOUTH QUARTER CORNER ON THE SOUTH LINE OF SAID SECTION;  
 THENCE SOUTH 22° 54'45" WEST ALONG THE WESTERLY RIGHT OF WAY LINE 272.27 FEET TO THE TRUE POINT OF BEGINNING OF THE LINE HEREIN DESCRIBED;  
 THENCE NORTH 76° 34'18" WEST 657.50 FEET;  
 THENCE SOUTH 0° 12'17" WEST, 193.15 FEET;  
 THENCE NORTH 87° 02'52" WEST, 381.34 FEET;  
 THENCE NORTH 75° 41'33" WEST TO WEST LINE OF SAID TIDELAND LOT 3 AND THE TERMINUS OF THE LINE HEREIN DESCRIBED.

#### PARCEL E:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND OF GOVERNMENT LOT 4 AND OF VACATED HEBERLEIN ROAD, ACCORDING TO VOLUME 44 OF COMMISSIONER'S RECORDS, PAGE 44 AND OF A PORTION OF LOT 4, EDMONDS TIDE LANDS, ACCORDING TO THE MAP ON FILE IN OLYMPIA, WASHINGTON ENTITLED "PLAT OF TIDE LANDS OF THE FIRST CLASS AT THE TOWN OF EDMONDS", ALL IN SECTION 35, TOWNSHIP 27, RANGE 3 EAST, W.M., SAID PARCEL MORE PARTICULARLY DESCRIBED AS FOLLOWS: (THE BEARINGS OF THIS PARCEL DESCRIPTION ARE BASED ON THE WASHINGTON COORDINATE SYSTEM, NORTH ZONE, NAD 83-91)

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35;

THENCE NORTH 01°11'56" EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION A DISTANCE OF 991.97 FEET (60 RODS BY DEED);  
 THENCE NORTH 88°33'35" WEST A DISTANCE OF 943.19 FEET TO THE POINT OF BEGINNING OF THIS PARCEL DESCRIPTION;  
 THENCE SOUTH 01°11'56" WEST A DISTANCE OF 455.24 FEET;  
 THENCE SOUTH 88°33'35" EAST A DISTANCE OF 422.92 FEET;  
 THENCE SOUTH 01°11'56" WEST A DISTANCE OF 20.00 FEET;  
 THENCE SOUTH 88°33'35" EAST A DISTANCE OF 490.27 FEET TO THE WEST MARGIN OF 116TH AVENUE SW;  
 THENCE SOUTH 01°11'56" WEST ALONG SAID MARGIN A DISTANCE OF 34.70 FEET;  
 THENCE NORTH 88°33'35" WEST A DISTANCE OF 616.67 FEET;  
 THENCE NORTH 01°11'56" EAST A DISTANCE OF 34.70 FEET;  
 THENCE NORTH 88°33'35" WEST A DISTANCE OF 453.60 FEET;  
 THENCE SOUTH 01°11'56" WEST A DISTANCE OF 259.23 FEET;  
 THENCE NORTH 88°33'35" WEST A DISTANCE OF 153.56 FEET, MORE OR LESS, TO THE EASTERLY RIGHT OF WAY LINE OF THE SEATTLE AND MONTANA RAILWAY COMPANY, NOW KNOWN AS THE BURLINGTON NORTHERN SANTA FE RAILWAY AND A POINT HEREINAFTER KNOWN AS POINT "A";  
 THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 05°29'24" WEST A DISTANCE OF 153.31 FEET;  
 THENCE NORTH 01°36'06" WEST A DISTANCE OF 65.00 FEET TO THE BEGINNING OF A 1382.70 FOOT RADIUS TANGENT CURVE TO THE RIGHT;  
 THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°46'17" AN ARC DISTANCE OF 525.40 FEET;  
 THENCE NORTH 88°33'35" WEST A DISTANCE OF 1.50 FEET;  
 THENCE NORTH 24°02'46" EAST A DISTANCE OF 265.00 FEET;  
 THENCE SOUTH 31°23'34" EAST A DISTANCE OF 291.15 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH A PARCEL LYING WESTERLY OF SAID RAILWAY AND COMMENCING AT AFORESAID POINT "A";  
 THENCE NORTH 88°33'35" WEST A DISTANCE OF 107.79 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID RAILWAY AND THE POINT OF BEGINNING;  
 THENCE CONTINUING NORTH 88°33'35" WEST A DISTANCE OF 414.54 FEET, MORE OR LESS, TO THE GOVERNMENT MEANDER LINE;  
 THENCE SOUTH 45°57'35" EAST ALONG SAID LINE A DISTANCE OF 14.77 FEET;  
 THENCE NORTH 88°33'35" WEST A DISTANCE OF 240.88 FEET TO THE WESTERLY LINE OF SAID LOT 4 OF EDMONDS TIDE LANDS;  
 THENCE NORTH 40°07'35" WEST ALONG SAID LINE A DISTANCE OF 551.68 FEET;  
 THENCE SOUTH 88°33'35" EAST A DISTANCE OF 158.05 FEET TO SAID MEANDER LINE;  
 THENCE SOUTH 45°57'35" EAST ALONG SAID LINE A DISTANCE OF 147.44 FEET;  
 THENCE SOUTH 88°33'35" EAST A DISTANCE OF 710.85 FEET, MORE OR LESS TO SAID WESTERLY RIGHT OF WAY LINE AND THE BEGINNING OF A 1004.93 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT;  
 THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°52'56" AN ARC DISTANCE OF 85.63 FEET;  
 THENCE SOUTH 05°29'24" EAST A DISTANCE OF 219.22 FEET TO SAID POINT "A" AND THE POINT OF BEGINNING;

ALSO KNOWN AS PARCEL 2 OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NUMBER 200405180215.

**PARCEL F:**

ALL THAT PORTION OF GOVERNMENT LOT 4, SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35;  
 THENCE NORTH 0°21'27" EAST 247.50 FEET;  
 THENCE NORTH 89°00' WEST ALONG THE NORTH LINE OF PROPERTY CONVEYED TO  
 ELIZABETH JANE SPENCER BY DEED RECORDED IN VOLUME 5 OF DEEDS, PAGE 264,  
 1100.27 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;  
 THENCE NORTH 10 FEET TO A POINT ON THE SOUTH LINE OF PROPERTY CONVEYED  
 TO NORTH AMERICAN TERRA COTTA TILE BY DEED RECORDED UNDER AUDITOR'S  
 FILE NUMBER 81850;  
 THENCE NORTH 89°00' WEST ALONG THE SOUTH LINE OF SAID NORTH AMERICAN  
 TERRA COTTA TILE PARCEL TO THE MEANDER LINE OF SAID SECTION 35;  
 THENCE SOUTH 44°57'35" EAST, ALONG THE SAID MEANDER LINE 14.77 FEET TO  
 A POINT WHICH IS 10 FEET SOUTH OF AND PARALLEL TO THE LINE LAST ABOVE  
 DESCRIBED;  
 THENCE SOUTH 89°00' EAST TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION OF SAID PREMISES LYING EASTERLY OF THE WESTERLY  
 LINE OF THE SEATTLE & MONTANA RAILWAY COMPANY'S RIGHT OF WAY, NOW KNOWN  
 AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION, AS CONVEYED BY  
 DEEDS RECORDED UNDER AUDITOR'S FILE NUMBERS 5277 AND 120070;

TOGETHER WITH TIDELANDS OF THE SECOND CLASS SITUATE IN FRONT OF,  
 ADJACENT TO, OR ABUTTING UPON THE ABOVE DESCRIBED PARCEL F, AS CONVEYED  
 BY THE STATE OF WASHINGTON RECORDED UNDER AUDITOR'S FILE NUMBER 758480.

#### PARCEL G:

ALL THAT PORTION OF GOVERNMENT LOT 4, SECTION 35, TOWNSHIP 27 NORTH,  
 RANGE 3 EAST, W.M., AND OF LOT 4 EDMONDS TIDELANDS ACCORDING TO THE MAP  
 ON FILE IN OLYMPIA, WASHINGTON ENTITLED "PLAT OF TIDE LANDS OF THE  
 FIRST CLASS AT THE TOWN OF EDMONDS, LYING WESTERLY OF THAT CERTAIN  
 STRIP OF LAND CONVEYED TO SEATTLE & MONTANA RAILWAY COMPANY, NOW KNOWN  
 AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION BY DEED RECORDED  
 UNDER AUDITOR'S FILE NUMBER 5662 AND SOUTH OF A LINE WHICH IS PARALLEL  
 TO AND DISTANT 247.5 FEET NORTH OF THE SOUTH LINE OF SECTION 35 AS  
 PRODUCED FROM THE SOUTHEAST CORNER OF SECTION 35 THROUGH THE QUARTER  
 CORNER ON THE SOUTH LINE OF SAID SECTION.

#### SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

**EXHIBIT B  
TO THE  
STATUTORY WARRANTY DEED**

- 1 RIGHT GRANTED TO SEATTLE & MONTANA RAILWAY COMPANY TO GO UPON  
LAND ADJACENT TO SAID RAILWAY AND CUT DOWN ALL TREES DANGEROUS TO  
THE OPERATION OF SAID RAILWAY AS GRANTED IN DEEDS RECORDED UNDER  
AUDITOR' FILE NUMBERS 5277 AND 5662  
AFFECTS ALL PARCELS
- 2 EXCEPTIONS AND RESERVATIONS CONTAINED IN DEED FROM THE STATE OF  
WASHINGTON WHEREBY THE GRANTOR EXCEPTS AND RESERVES ALL OIL, GASES,  
COAL, ORES, MINERALS, FOSSILS, ETC , AND THE RIGHT OF ENTRY FOR OPENING,  
DEVELOPING AND WORKING THE SAME AND PROVIDING THAT SUCH RIGHTS  
SHALL NOT BE EXERCISED UNTIL PROVISION HAS BEEN MADE FOR FULL  
PAYMENT OF ALL DAMAGES SUSTAINED BY REASON OF SUCH ENTRY, RECORDED  
UNDER RECORDING NUMBER 127046  
AFFECTS PARCEL G
- 3 EASEMENT AND THE TERMS AND CONDITIONS THEREOF  
GRANTEE GREAT NORTHERN RAILWAY COMPANY, A  
MINNESOTA CORPORATION  
PURPOSE A RIGHT OF WAY FOR THE CONSTRUCTION,  
MAINTENANCE AND OPERATION OF A  
RAILROAD TRACK  
AREA AFFECTED AS PICTURED THEREIN  
RECORDED JULY 31, 1915  
RECORDING NUMBER 213070  
AFFECTS ALL PARCELS  
THE DESCRIPTION CONTAINED THEREIN IS NOT SUFFICIENT TO DETERMINE ITS  
EXACT LOCATION WITHIN THE PROPERTY HEREIN DESCRIBED
- 4 UNRECORDED EASEMENT FOR OVERHEAD LINE OF POLES ON A SOUTHERLY  
PORTION OF PARCEL E AS DISCLOSED BY EASEMENT RECORDED UNDER  
AUDITOR'S FILE NUMBER 433520 GRANTED TO PUGET SOUND POWER & LIGHT  
COMPANY ON PROPERTY ADJACENT TO PARCEL E
- 5 EXCEPTIONS AND RESERVATIONS CONTAINED IN DEED FROM THE STATE OF  
WASHINGTON WHEREBY THE GRANTOR EXCEPTS AND RESERVES ALL OIL, GASES,  
COAL, ORES, MINERALS, FOSSILS, ETC , AND THE RIGHT OF ENTRY FOR OPENING,  
DEVELOPING AND WORKING THE SAME AND PROVIDING THAT SUCH RIGHTS  
SHALL NOT BE EXERCISED UNTIL PROVISION HAS BEEN MADE FOR FULL  
PAYMENT OF ALL DAMAGES SUSTAINED BY REASON OF SUCH ENTRY, RECORDED  
UNDER RECORDING NUMBER 499310  
RIGHT OF STATE OF WASHINGTON OR ITS SUCCESSORS, SUBJECT TO PAYMENT OF  
COMPENSATION THEREFOR, TO ACQUIRE RIGHTS OF WAY FOR PRIVATE  
RAILROADS, SKID ROADS, PLUMES, CANALS, WATER COURSES OR OTHER  
EASEMENTS FOR TRANSPORTING AND MOVING TIMBER, STONE, MINERALS AND  
OTHER PRODUCTS FROM THIS AND OTHER PROPERTY, AS RESERVED IN DEED  
REFERRED TO ABOVE  
AFFECTS PARCEL G

## 6 EASEMENT AND THE TERMS AND CONDITIONS THEREOF

GRANTEE GREAT NORTHERN RAILWAY COMPANY  
 PURPOSE RAILWAY TRACK OR TRACKS  
 AREA AFFECTED PORTION OF PARCEL A  
 RECORDED AUGUST 31, 1939  
 RECORDING NUMBER 655816

## 7 EXCEPTIONS AND RESERVATIONS CONTAINED IN DEED FROM THE STATE OF WASHINGTON WHEREBY THE GRANTOR EXCEPTS AND RESERVES A OIL, GASES, COAL, ORES, MINERALS, FOSSILS, ETC., AND THE RIGHT OF ENTRY FOR OPENING, DEVELOPING AND WORKING THE SAME AND PROVIDING THAT SUCH RIGHTS SHALL NOT BE EXERCISED UNTIL PROVISION HAS BEEN MADE FOR FULL PAYMENT OF ALL DAMAGES SUSTAINED BY REASON OF SUCH ENTRY RECORDED UNDER RECORDING NUMBER 758480

RIGHT OF STATE OF WASHINGTON OR ITS SUCCESSORS SUBJECT TO PAYMENT OF COMPENSATION THEREFOR, TO ACQUIRE RIGHTS OF WAY FOR PRIVATE RAILROADS, SKID ROADS, FLUMES, CANALS, WATER COURSES OR OTHER EASEMENTS FOR TRANSPORTING AND MOVING TIMBER, STONE, MINERALS AND OTHER PRODUCTS FROM THIS AND OTHER PROPERTY, AS RESERVED IN DEED REFERRED TO ABOVE

AFFECTS PARCELS D, E AND F

## 8 EASEMENT AND THE TERMS AND CONDITIONS THEREOF

GRANTEE PUBLIC UTILITY DISTRICT NO 1 OF SNOHOMISH COUNTY  
 PURPOSE UNDERGROUND MID OVERHEAD ELECTRIC TRANSMISSION AND DISTRIBUTION LINE  
 AREA AFFECTED THAT PORTION OF A STRIP OF LAND 10 FEET IN WIDTH LYING 5 FEET ON EACH SIDE OF THE CENTERLINE OF THE ELECTRICAL FACILITIES SITUATED THEREIN AND LOCATED APPROXIMATELY AS SHOWN IN SAID EASEMENT  
 RECORDED MARCH 18, 1985  
 RECORDING NUMBER 8503180060  
 AFFECTS PORTION OF PARCEL E

## 9 EASEMENT AND THE TERMS AND CONDITIONS THEREOF

GRANTEE OLYMPIC VIEW WATER & SEWER DISTRICT  
 PURPOSE WATER MAINS AND APPURTENANCES THERETO AND FOR OTHER UTILITIES  
 AREA AFFECTED PORTION OF PARCEL E  
 RECORDED JUNE 12, 1992  
 RECORDING NUMBER 9206120018

- 10 MATTERS DISCLOSED BY SURVEY RECORDED UNDER RECORDING NUMBER 9312150516, AS FOLLOWS
- A UNRECORDED EASEMENT FOR SPUR TRACKS
- B TWO RAMPS CROSSING RAILROAD RIGHT OF WAY
- AFFECTS D, E, F, AND G
- 11 MATTERS DISCLOSED BY SURVEY RECORDED UNDER RECORDING N 9408035005, IN VOLUME 43 OF SURVEYS, PAGE 101, AS FOLLOWS
- A FOUR SEPARATE PORTIONS OF BED AND TIDELANDS BEING LEASED FROM THE STATE OF WASHINGTON
- B ENCROACHMENT OF WHARF AND DOCK EXTENDING ONTO LEASED AREAS NOT A SUBJECT OF THIS COMMITMENT
- C QUESTION OF OWNERSHIP OF DOLPHIN LYING WESTERLY OF THE INNER HARBOR LINE
- AFFECTS PARCELS A, D, AND E
- 12 QUESTION OF LOCATION OF LATERAL BOUNDARIES OF SAID SECOND CLASS TIDELANDS OR SHORELANDS
- AFFECTS PARCELS D, E, F AND G
- 13 ANY QUESTION OF LOCATION IN BOUNDRIES OF SUBJECT PROPERTY OF THE SECOND CLASS T AS CONVEYED BY DEEDS RECORDED UNDER AUDITOR' S FILE NUMBERS 127046, 499310 AND 758480
- AFFECTS PARCELS D, E, F AND G
- 14 ANY PROHIBITION OR LIMITATION OF USE, OCCUPANCY OR IMPROVEMENT OF THE LAND RESULTING FROM THE RIGHTS OF THE PUBLIC OR RIPARIAN OWNERS TO USE ANY PORTION WHICH IS NOW OR HAS BEEN FORMERLY COVERED BY WATER
- AFFECTS PARCELS A, D, E, F AND G
- 15 PARAMOUNT RIGHTS AND EASEMENTS IN FAVOR OF THE UNITED STATES FOR COMMERCE, NAVIGATION, FISHERIES AND THE PRODUCTION OF POWER
- AFFECTS PARCELS A, D, E, F AND G
- 16 EASEMENT AND THE TERMS AND CONDITIONS THEREOF
- GRANTEE OLYMPIC VIEW WATER AND SEWER DISTRICT
- PURPOSE WATER MAINS AND APPURTENANCES
- AREA AFFECTED PARCEL E
- RECORDED MARCH 29, 1996
- RECORDING NUMBER 9603290025



17      **AGREEMENT AND THE TERMS AND CONDITIONS THEREOF**  
         **BETWEEN**                      **CHEVRON USA, INC , A PENNSYLVANIA**  
                                              **CORPORATION**  
         **AND**                              **LAWRENCE MICHAEL INVESTMENTS, LLC, A**  
                                              **WASHINGTON LIMITED LIABILITY COMPANY**  
         **RECORDED**                      **NOVEMBER 10, 1999**  
         **RECORDING NUMBER**              **199911100667**  
         **REGARDING**                      **EASEMENT FOR STORM DRAIN AND UTILITY**  
                                              **PURPOSES**  
         **AFFECTS**                      **PARCELS D AND E**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

*Ticor Title Insurance Co.*

~~Bank of America, N.A.~~

~~55 S Lake Avenue, Suite 900~~

~~Pasadena, California 91101~~

~~Attention: Todd Eggertsen, Vice President~~

*1000 SW Broadway, Suite 1555  
Portland, OR 97205  
Olivia Fieandt*



200503011239 14 PGS

03-01-2005 03:21pm \$32.00

SNOHOMISH COUNTY, WASHINGTON

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

CHICAGO CT5300438A

MEMORANDUM OF ACCESS RIGHTS

(14)<sup>8</sup>  
32

Grantor	PARAMOUNT OF WASHINGTON, INC., a Washington corporation
Grantee	BANK OF AMERICA, N A , in its capacity as agent
Legal Description	<u>page 11 35-27-3</u> Official legal description on Exhibit A
Assessor's Tax Parcel ID#	270335-003-012-00, 270335-003-027-00, 270335-003-028-00, 270335-003-011-00, 270335-003-009-00, 270335-003-010-00
Reference #	NONE

MEMORANDUM OF ACCESS RIGHTS (Bank of America)

## MEMORANDUM OF ACCESS RIGHTS

THIS MEMORANDUM OF ACCESS RIGHTS (this "Memorandum") is made and entered into as of the 1st day of March, 2005 between PARAMOUNT PETROLEUM CORPORATION, a Delaware corporation ("Borrower") PARAMOUNT OF WASHINGTON, INC., a Washington corporation ("Grantor"), and BANK OF AMERICA, N.A., in its capacity as agent ("Bank Agent") for the lenders from time to time party to the Bank Credit Agreement (defined below).

### RECITALS

A. Pursuant to that certain Credit Agreement dated as of December 18, 2003 by and among Borrower, Bank Agent, the lenders (the "Bank Lenders") party thereto from time-to-time (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Bank Lenders have agreed to make certain financial accommodations available to Borrower. Capitalized terms used but not defined herein have the respective meanings set forth in the Credit Agreement

B Pursuant to that certain Security Agreement dated as of December 18, 2003 by and between Borrower and Bank Agent (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Borrower Security Agreement"), Borrower has granted a lien and security interest in certain of its real and personal property (collectively, the "Borrower Collateral") to Bank Agent as security for Borrower's obligations under the Credit Agreement. The Credit Agreement, the Borrower Security Agreement and the other documents executed in connection with the transactions contemplated by the Credit Agreement are hereinafter collectively referred to as the "Borrower Loan Documents"

C Concurrently herewith, the Bank Agent and the Borrower have executed and entered into that certain Second Amendment to Credit Agreement (the "Second Amendment"), which provides, among other things, for an increase in the Total Facility available to the Borrower under the terms of the Credit Agreement from \$100,000,000 to \$120,000,000 on the terms and conditions set forth therein

D In connection with, and as required by the Second Amendment, the Grantor has executed that certain Guaranty Agreement dated concurrently herewith (the "Guaranty") Pursuant to and subject to the terms of the Guaranty, the Grantor

unconditionally, irrevocably, and absolutely guarantees the prompt and full payment and performance of the Obligations (as such term is defined in the Credit Agreement) of the Borrower when due and at all times thereafter.

E In order to secure performance under the Guaranty, induce the Lenders to enter into the Second Amendment and continue to make Revolving Loans and issue Letters of Credit as provided for in the Credit Agreement, Grantor agreed to enter into certain security instruments, including that certain Deed Of Trust With Power Of Sale, Assignment Of Leases And Rents, Security Agreement, Fixture Filing And Financing Statement ("Deed of Trust") dated as of March 1, 2005, made for the benefit of Bank Agent, which Deed of Trust encumbers the real property described on Exhibit A attached hereto (the "Premises").

F Pursuant to that certain Security Agreement dated as of March 1, 2005 by and between Borrower and Agent (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, "Grantor Security Agreement"), Grantor has granted a lien and security interest in certain of its personal property (collectively, the "Grantor Collateral") to Bank Agent as security for Grantor's obligations under the Guaranty. The Borrower Loan Documents, the Guaranty, the Deed of Trust, the Grantor Security Agreement and the other documents executed in connection with the transactions contemplated thereby are hereinafter collectively referred to as the "Bank Loan Documents". The Borrower Collateral and the Grantor Collateral are hereinafter collectively referred to as the "Collateral".

G Grantor is or intends to be party to other agreements, instruments and documents evidencing and relating to certain other indebtedness that Grantor has incurred or intends to incur with certain other lenders (collectively, the "Term Lenders"), including without limitation, a deed of trust (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Term Deed of Trust") encumbering the Premises. The beneficiary under the Term Deed of Trust is herein called the "Term Agent".

H The Term Agent and the Bank Agent are or intend to be parties to an Intercreditor Agreement (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Intercreditor Agreement") governing, among other things, the respective rights and obligations of the Bank Agent and the Term Agent to use the Premises. Grantor has or intends to acknowledge and consent to the terms of the Intercreditor Agreement.

I. Pursuant to the Bank Loan Documents, Borrower and Grantor have provided to Bank Agent and the Bank Lenders, certain access rights (the "Access Rights") to the Premises, which rights may be exercised as provided for in the Bank Loan Documents. Subject to the terms of the Bank Loan Documents, such Access Rights include, without limitation, the right to enter into the Premises for the purpose of completing the production of, selling, assembling, using, processing, collecting, enforcing and realizing upon the Collateral.

J. Pursuant to the Bank Loan Documents, Borrower and Grantor have licensed to Bank Agent, certain proprietary rights, including without limitation, Grantor's rights in licenses, franchises, permits, patents, patent rights, copyrights, trademarks, service marks, trade names and trade styles (collectively, the "Proprietary Rights"), which Proprietary Rights permit Bank Agent to enforce all liens held by Bank Agent upon the Collateral and to complete the production, sale, assembling, use and processing of, and for the further purpose of collecting, enforcing and realizing upon, the Collateral.

K. The parties desire hereby to give record and constructive notice of the foregoing.

NOW, THEREFORE, the parties agree as follows

1. Recitals The foregoing Recitals are true and correct.

2. Declaration of Memorandum. The undersigned declare that they have entered into the Bank Loan Documents. This instrument is a memorandum thereof, and the Bank Credit Agreement and the Bank Security Agreement are incorporated herein by this reference with the same effect and as though set forth herein in its entirety. No term or provision hereof shall be deemed to limit or control the terms or provisions of the Bank Loan Documents and the failure to refer to any specific provision of the Bank Loan Documents in this Memorandum may not be construed as a waiver by Bank Agent or the Bank Lenders of the rights and benefits of such provision. Any party wishing to determine the exact nature and extent of Bank Agent's and the Bank Lenders' rights under the Bank Loan Documents should and must consult the terms and provisions thereof which shall prevail in the event of any inconsistency herewith. The grant of Access Rights and license of Proprietary Rights are further supplemented by the rights of Bank Agent and the Bank Lenders as secured creditors of the Borrower and Grantor under applicable law.

3. Covenant It is the intention of the parties that the Access Rights create and constitute a covenant running with the land, which covenant is memorialized by this Memorandum, and that any subsequent owner or mortgagee of the Premises (including the Term Lenders, the Term Agent and its and their successors and assigns under the Term Deed of Trust) or any other person or entity acquiring any interest in or to


the Premises take its interest in the Premises subject to such Access Rights and the Proprietary Rights, provided, however, that as between the Term Agent and the Bank Agent, the use of the Access Rights and the Proprietary Rights are and shall be at all times subject to the Intercreditor Agreement.

4 **Termination.** This Memorandum shall automatically terminate and shall be of no further force or effect upon (a) the termination of the Credit Agreement upon the irrevocable and unconditional payment in full in cash of all obligations and liabilities of Borrower under and in connection with the Credit Agreement, or (b) as earlier provided by the Intercreditor Agreement Upon written request of Grantor, and at the sole cost and expense of Grantor, Bank Agent shall execute any documents reasonably required to evidence such termination

IN WITNESS WHEREOF, the parties have executed this Memorandum made effective on the day and year first above written.

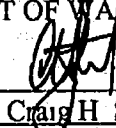
#### BORROWER

PARAMOUNT PETROLEUM  
CORPORATION

By   
Name: Craig H. Studwell  
Title: Senior Vice President

#### "GRANTOR"

PARAMOUNT OF WASHINGTON, INC

By   
Name: Craig H. Studwell  
Title: Senior Vice President

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

} ss

On February 25, 2005, before me, Omelia M Chan, personally appeared Craig H Studwell, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument



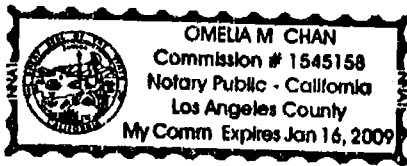
WITNESS my hand and official seal

  
\_\_\_\_\_  
Signature of Notary Public

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

} ss

On February 25, 2005, before me, Omelia M Chan, personally appeared Craig H. Studwell, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal

  
\_\_\_\_\_  
Signature of Notary Public



**"AGENT"**

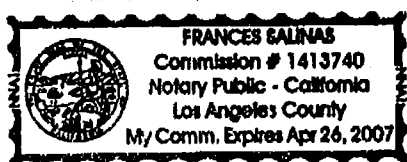
BANK OF AMERICA, N A , as Agent

By Kevin R. Kelly  
Name: Kevin R. Kelly  
Title: Senior Vice President

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

} ss

On February 25, 2005, before me, Frances Salinas, personally appeared Kevin R Kelly, personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument



WITNESS my hand and official seal

*Frances Salinas*  
\_\_\_\_\_  
Signature of Notary Public

**EXHIBIT A**

EXHIBIT "A"  
5300438A

PARCEL A:

ALL THAT PORTION OF GOVERNMENT LOT 3, LYING WESTERLY OF THE WESTERLY RIGHT OF WAY MARGIN OF THAT CERTAIN STRIP OF LAND CONVEYED TO SEATTLE AND MONTANA RAILWAY COMPANY (NOW KNOWN AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION) BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 6220 AND OF TIDE LAND LOT 3, ACCORDING TO THE MAP ON FILE IN OLYMPIA, WASHINGTON, ENTITLED "PLAT OF TIDE LANDS OF THE FIRST CLASS AT THE TOWN OF EDMONDS," SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, LYING NORTHERLY OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WESTERLY LINE OF THAT CERTAIN STRIP OF LAND CONVEYED TO SEATTLE AND MONTANA RAILWAY COMPANY NOW KNOWN AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 6220, A DISTANCE OF 1708.20 FEET NORTH OF THE SOUTH BOUNDARY OF SAID SECTION 35 AS PRODUCED FROM THE SOUTHEAST CORNER OF SAID SECTION THROUGH THE SOUTH QUARTER CORNER OF THE SOUTH LINE OF SAID SECTION;  
THENCE SOUTH 22° 54'45" WEST ALONG THE WESTERLY LINE OF SAID RIGHT OF WAY A DISTANCE OF 272.27 FEET TO THE TRUE POINT OF BEGINNING OF THE LINE HEREIN DESCRIBED;  
THENCE NORTH 76° 34'18" WEST 657.50 FEET;  
THENCE SOUTH 0° 12'17" WEST, 193.15 FEET;  
THENCE NORTH 87° 02'52" WEST, 381.34 FEET;  
THENCE NORTH 75° 41'33" WEST TO WEST LINE OF SAID TIDELAND LOT 3 AND THE TERMINUS OF THE LINE HEREIN DESCRIBED.

PARCEL D:

THAT CERTAIN PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND OF GOVERNMENT LOTS 3 AND 4, SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., AND OF LOTS 3 AND 4, EDMONDS TIDE LANDS, ACCORDING TO THE MAP ON FILE IN OLYMPIA, WASHINGTON ENTITLED 'PLAT OF TIDE LANDS OF THE FIRST CLASS AT THE TOWN OF EDMONDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THAT CERTAIN STRIP OF LAND CONVEYED TO SEATTLE & MONTANA RAILWAY COMPANY NOW KNOWN AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION, BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 5277 WHICH IS 748 FEET NORTH OF THE SOUTH LINE OF SAID SECTION, SAID POINT HAVING BEEN LOCATED BY GARDNER, GARDNER AND FISCHER, INC., CIVIL ENGINEERS, AS BEARING NORTH 0°02'39" EAST ALONG THE NORTH AND SOUTH QUARTER SECTION LINE, 748.00 FEET AND NORTH 89°30'46" WEST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 1381.93 FEET FROM THE QUARTER SECTION CORNER IN THE SOUTH LINE OF SAID SECTION, THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF SAID BURLINGTON NORTHERN RAILWAY RIGHT OF WAY 200 FEET, TO A POINT WHICH IS 560.46 FEET NORTH AND 1393.68 FEET WEST OF SAID QUARTER SECTION CORNER;  
THENCE NORTH 89°30'46" WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 695.97 FEET TO THE GOVERNMENT MEANDER LINE OF PUGET SOUND, SAID

MEANDER LINE BEING THE EASTERLY LINE OF SAID LOT 4 SAID EDMONDS TIDE LANDS;  
 THENCE NORTH 46°58'20" WEST ALONG SAID MEANDER LINE 147.44 FEET;  
 THENCE NORTH 89°30'46" WEST 163.21 FEET TO THE WESTERLY LINE OF SAID LOT 4, EDMONDS TIDE LANDS;  
 THENCE NORTH 41°17'17" WEST ALONG SAID WESTERLY LINE, 86.16 FEET TO AN ANGLE POINT IN SAID LINE;  
 THENCE NORTH 11°48'43" EAST ALONG SAID WESTERLY LINE OF LOT 4, AND ALONG THE WESTERLY LINE OF LOT 3 OF SAID EDMONDS TIDE LANDS, 990.54 FEET TO AN ANGLE POINT IN SAID LINE;  
 THENCE NORTHEASTERLY ALONG THE SAID WESTERLY LINE OF SAID LOT 3, EDMONDS TIDE LANDS, 359.62 FEET, MORE OR LESS, TO THE MOST WESTERLY CORNER OF THE J. C. VAN ECK TRACT, AS ESTABLISHED BY DECREE ENTERED IN SNOHOMISH COUNTY TITLE REGISTRATION CAUSE NO. 5, ENTITLED J. C. VAN ECK, PLAINTIFF VS. DANIEL HINES (ET AL) DEFENDANTS;  
 THENCE SOUTH 67°05'15" EAST ALONG THE SOUTHWESTERLY LINE OF THE SAID VAN ECK TRACT, AS ESTABLISHED IN SAID CAUSE NO. 5, 986.73 FEET, TO A POINT IN THE SAID WESTERLY LINE OF SAID SEATTLE & MONTANA RAILWAY COMPANY'S RIGHT OF WAY;  
 THENCE SOUTHWESTERLY ALONG THE SAID WESTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING;

TOGETHER WITH TIDELANDS OF THE SECOND CLASS SITUATE IN FRONT OF, ADJACENT TO, OR ABUTTING UPON THE ABOVE DESCRIBED PORTION OF GOVERNMENT LOT 4, AS CONVEYED BY THE STATE OF WASHINGTON BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 758480.

EXCEPT THAT PORTION OF GOVERNMENT LOT 3 AND SAID TIDE LAND LOT 3, LYING NORTHERLY OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN RAILROAD DISTANT 1708.2 FEET NORTH OF THE SOUTH BOUNDARY OF SAID SECTION 35 AS PRODUCED FROM THE SOUTHEAST CORNER OF SAID SECTION THROUGH THE SOUTH QUARTER CORNER ON THE SOUTH LINE OF SAID SECTION;  
 THENCE SOUTH 22° 54'45" WEST ALONG THE WESTERLY RIGHT OF WAY LINE 272.27 FEET TO THE TRUE POINT OF BEGINNING OF THE LINE HEREIN DESCRIBED;  
 THENCE NORTH 76° 34'18" WEST 657.50 FEET;  
 THENCE SOUTH 0° 12'17" WEST, 193.15 FEET;  
 THENCE NORTH 87° 02'52" WEST, 381.34 FEET;  
 THENCE NORTH 75° 41'33" WEST TO WEST LINE OF SAID TIDELAND LOT 3 AND THE TERMINUS OF THE LINE HEREIN DESCRIBED.

**PARCEL E:**

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND OF GOVERNMENT LOT 4 AND OF VACATED HEBERLEIN ROAD, ACCORDING TO VOLUME 44 OF COMMISSIONER'S RECORDS, PAGE 44 AND OF A PORTION OF LOT 4, EDMONDS TIDE LANDS, ACCORDING TO THE MAP ON FILE IN OLYMPIA, WASHINGTON ENTITLED "PLAT OF TIDE LANDS OF THE FIRST CLASS AT THE TOWN OF EDMONDS", ALL IN SECTION 35, TOWNSHIP 27, RANGE 3 EAST, W.M., SAID PARCEL MORE PARTICULARLY DESCRIBED AS FOLLOWS: (THE BEARINGS OF THIS PARCEL DESCRIPTION ARE BASED ON THE WASHINGTON COORDINATE SYSTEM, NORTH ZONE, NAD 83-91)

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35;

THENCE NORTH 01°11'56" EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION A DISTANCE OF 991.97 FEET (60 RODS BY DEED);  
 THENCE NORTH 88°33'35" WEST A DISTANCE OF 943.19 FEET TO THE POINT OF BEGINNING OF THIS PARCEL DESCRIPTION;  
 THENCE SOUTH 01°11'56" WEST A DISTANCE OF 455.24 FEET;  
 THENCE SOUTH 88°33'35" EAST A DISTANCE OF 422.92 FEET;  
 THENCE SOUTH 01°11'56" WEST A DISTANCE OF 20.00 FEET;  
 THENCE SOUTH 88°33'35" EAST A DISTANCE OF 490.27 FEET TO THE WEST MARGIN OF 116TH AVENUE SW;  
 THENCE SOUTH 01°11'56" WEST ALONG SAID MARGIN A DISTANCE OF 34.70 FEET;  
 THENCE NORTH 88°33'35" WEST A DISTANCE OF 616.67 FEET;  
 THENCE NORTH 01°11'56" EAST A DISTANCE OF 34.70 FEET;  
 THENCE NORTH 88°33'35" WEST A DISTANCE OF 453.60 FEET;  
 THENCE SOUTH 01°11'56" WEST A DISTANCE OF 259.23 FEET;  
 THENCE NORTH 88°33'35" WEST A DISTANCE OF 153.56 FEET, MORE OR LESS, TO THE EASTERLY RIGHT OF WAY LINE OF THE SEATTLE AND MONTANA RAILWAY COMPANY, NOW KNOWN AS THE BURLINGTON NORTHERN SANTA FE RAILWAY AND A POINT HEREINAFTER KNOWN AS POINT "A";  
 THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 05°29'24" WEST A DISTANCE OF 153.31 FEET;  
 THENCE NORTH 01°36'06" WEST A DISTANCE OF 65.00 FEET TO THE BEGINNING OF A 1382.70 FOOT RADIUS TANGENT CURVE TO THE RIGHT;  
 THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°46'17" AN ARC DISTANCE OF 525.40 FEET;  
 THENCE NORTH 88°33'35" WEST A DISTANCE OF 1.50 FEET;  
 THENCE NORTH 24°02'46" EAST A DISTANCE OF 265.00 FEET;  
 THENCE SOUTH 31°23'34" EAST A DISTANCE OF 291.15 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH A PARCEL LYING WESTERLY OF SAID RAILWAY AND COMMENCING AT AFORESAID POINT "A";  
 THENCE NORTH 88°33'35" WEST A DISTANCE OF 107.79 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID RAILWAY AND THE POINT OF BEGINNING;  
 THENCE CONTINUING NORTH 88°33'35" WEST A DISTANCE OF 414.54 FEET, MORE OR LESS, TO THE GOVERNMENT MEANDER LINE;  
 THENCE SOUTH 45°57'35" EAST ALONG SAID LINE A DISTANCE OF 14.77 FEET;  
 THENCE NORTH 88°33'35" WEST A DISTANCE OF 240.88 FEET TO THE WESTERLY LINE OF SAID LOT 4 OF EDMONDS TIDE LANDS;  
 THENCE NORTH 40°07'35" WEST ALONG SAID LINE A DISTANCE OF 551.68 FEET;  
 THENCE SOUTH 88°33'35" EAST A DISTANCE OF 158.05 FEET TO SAID MEANDER LINE;  
 THENCE SOUTH 45°57'35" EAST ALONG SAID LINE A DISTANCE OF 147.44 FEET;  
 THENCE SOUTH 88°33'35" EAST A DISTANCE OF 710.85 FEET, MORE OR LESS TO SAID WESTERLY RIGHT OF WAY LINE AND THE BEGINNING OF A 1004.93 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT;  
 THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°52'56" AN ARC DISTANCE OF 85.63 FEET;  
 THENCE SOUTH 05°29'24" EAST A DISTANCE OF 219.22 FEET TO SAID POINT "A" AND THE POINT OF BEGINNING;

ALSO KNOWN AS PARCEL 2 OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NUMBER 200405180215.

PARCEL F:

ALL THAT PORTION OF GOVERNMENT LOT 4, SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35;  
 THENCE NORTH 0°21'27" EAST 247.50 FEET;  
 THENCE NORTH 89°00' WEST ALONG THE NORTH LINE OF PROPERTY CONVEYED TO  
 ELIZABETH JANE SPENCER BY DEED RECORDED IN VOLUME 5 OF DEEDS, PAGE 264,  
 1100.27 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;  
 THENCE NORTH 10 FEET TO A POINT ON THE SOUTH LINE OF PROPERTY CONVEYED  
 TO NORTH AMERICAN TERRA COTTA TILE BY DEED RECORDED UNDER AUDITOR'S  
 FILE NUMBER 81850;  
 THENCE NORTH 89°00' WEST ALONG THE SOUTH LINE OF SAID NORTH AMERICAN  
 TERRA COTTA TILE PARCEL TO THE MEANDER LINE OF SAID SECTION 35;  
 THENCE SOUTH 44°57'35" EAST, ALONG THE SAID MEANDER LINE 14.77 FEET TO  
 A POINT WHICH IS 10 FEET SOUTH OF AND PARALLEL TO THE LINE LAST ABOVE  
 DESCRIBED;  
 THENCE SOUTH 89°00' EAST TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION OF SAID PREMISES LYING EASTERLY OF THE WESTERLY  
 LINE OF THE SEATTLE & MONTANA RAILWAY COMPANY'S RIGHT OF WAY, NOW KNOWN  
 AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION, AS CONVEYED BY  
 DEEDS RECORDED UNDER AUDITOR'S FILE NUMBERS 5277 AND 120070;

TOGETHER WITH TIDELANDS OF THE SECOND CLASS SITUATE IN FRONT OF,  
 ADJACENT TO, OR ABUTTING UPON THE ABOVE DESCRIBED PARCEL F, AS CONVEYED  
 BY THE STATE OF WASHINGTON RECORDED UNDER AUDITOR'S FILE NUMBER 758480.

**PARCEL G:**

ALL THAT PORTION OF GOVERNMENT LOT 4, SECTION 35, TOWNSHIP 27 NORTH,  
 RANGE 3 EAST, W.M., AND OF LOT 4 EDMONDS TIDELANDS ACCORDING TO THE MAP  
 ON FILE IN OLYMPIA, WASHINGTON ENTITLED "PLAT OF TIDE LANDS OF THE  
 FIRST CLASS AT THE TOWN OF EDMONDS, LYING WESTERLY OF THAT CERTAIN  
 STRIP OF LAND CONVEYED TO SEATTLE & MONTANA RAILWAY COMPANY, NOW KNOWN  
 AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION BY DEED RECORDED  
 UNDER AUDITOR'S FILE NUMBER 5662 AND SOUTH OF A LINE WHICH IS PARALLEL  
 TO AND DISTANT 247.5 FEET NORTH OF THE SOUTH LINE OF SECTION 35 AS  
 PRODUCED FROM THE SOUTHEAST CORNER OF SECTION 35 THROUGH THE QUARTER  
 CORNER ON THE SOUTH LINE OF SAID SECTION.

**SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.**

WHEN RECORDED RETURN TO

NAME BULLIVANT HOUSER BAILEY PC  
 ADDRESS 888 S W FIFTH AVENUE, SUITE 300  
 CITY, STATE ZIP PORTLAND, OR 97204  
 Attention TOM GERBER

200503150686 16 PGS  
 03-15-2005 01:30pm \$34.00  
 SNOHOMISH COUNTY, WASHINGTON

RECORDER'S NOTE:  
 PORTIONS OF THIS DOCUMENT  
 ARE POOR QUALITY FOR SCANNING

## Chicago Title Insurance Company

3030 Hoyt Avenue, Everett, Washington 98201

### DOCUMENT TITLE(s)

1 ASSIGNMENT

2

3

### REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED:

☐ Additional numbers on page \_\_\_\_\_ of document

*CT 5300438*  
*(16) 34*  
*Not previously recorded in Snohomish County, but*  
 GRANTOR(s): *dated 9-24-1965 and 5-3-1923*

1 CHEVRON U S A INC

2

3

☐ Additional names on page \_\_\_\_\_ of document

### GRANTEE(s):

1 PARAMOUNT OF WASHINGTON, INC, A WASHINGTON CORPORATION

2

3

☐ Additional names on page \_\_\_\_\_ of document

### LEGAL DESCRIPTION

Section 35 Township 27 Range 3

☐ Additional legal description is on pages 4, 5, 6, 7 of document

### ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(s):

270335-003-027-00, 270335-003-008-00 270335-003-011-00, 270335-003-012-00



**ASSIGNMENT**

The undersigned hereby assigns, sets over and transfers to Paramount of Washington, Inc., a Washington corporation ("POW"), all of the undersigned's right, title and interest in and to the following agreements relating to the real property described on Exhibit A attached hereto and incorporated herein by reference as if fully set forth:

1. Agreement dated September 24, 1965 between Great Northern Railway Company, predecessor of Burlington Northern Santa Fe Railroad Company, and Standard Oil Company of California, predecessor in interest to the undersigned, a copy of which is attached hereto as Exhibit B and incorporated herein by reference as if fully set forth,
2. Agreement dated May 3, 1923 between Great Northern Railway Company, predecessor of Burlington Northern Santa Fe Railroad Company, and Standard Oil Company, predecessor in interest to the undersigned, a copy of which is attached hereto as Exhibit C and incorporated herein by reference as if fully set forth herein

POW accepts the foregoing assignment and assumes and agrees to perform all obligations imposed on the undersigned by the foregoing described agreements in accordance with POW's obligations under the Purchase and Sale Agreement between the undersigned and Paramount Petroleum Corporation dated December 14, 2004.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this 1<sup>st</sup> day of March, 2005.

CHEVRON U.S.A INC.

PARAMOUNT OF WASHINGTON, INC.

By: 

Title:

Assistant Secretary

By: 

Title:

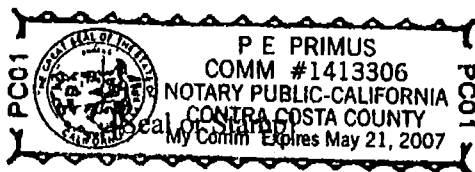
Senior Vice President

STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

I certify that I know or have satisfactory evidence that Hongyan Xun is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Assistant Secretary of CHEVRON U.S.A., INC. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

Dated: March 1, 2005.



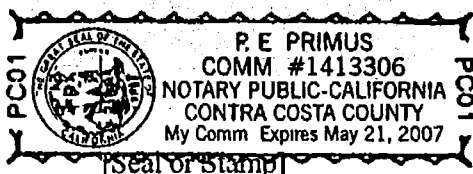
P.E. Primus  
 Notary Public in and for the State of California  
 Printed Name: P.E. Primus  
 My appointment expires: May 21, 2007

STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

I certify that I know or have satisfactory evidence that Stephen W. Ruff is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Sr. Vice-President of PARAMOUNT OF WASHINGTON, INC. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

Dated March 1, 2005.



P.E. Primus  
 Notary Public in and for the State of California  
 Printed Name: P.E. PRIMUS  
 My appointment expires: May 21, 2007

EXHIBIT A

## LEGAL DESCRIPTION

## PARCEL A:

ALL THAT PORTION OF GOVERNMENT LOT 3, LYING WESTERLY OF THE WESTERLY RIGHT OF WAY MARGIN OF THAT CERTAIN STRIP OF LAND CONVEYED TO SEATTLE AND MONTANA RAILWAY COMPANY (NOW KNOWN AS BURLINGTON NORTHERN, INC , A DELAWARE CORPORATION) BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 6220 AND OF TIDE LAND LOT 3, ACCORDING TO THE MAP ON FILE IN OLYMPIA, WASHINGTON, ENTITLED "PLAT OF TIDE LANDS OF THE FIRST CLASS AT THE TOWN OF EDMONDS," SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M , IN SNOHOMISH COUNTY, WASHINGTON, LYING NORTHERLY OF A LINE DESCRIBED AS FOLLOWS.

COMMENCING AT A POINT ON THE WESTERLY LINE OF THAT CERTAIN STRIP OF LAND CONVEYED TO SEATTLE AND MONTANA RAILWAY COMPANY NOW KNOWN AS BURLINGTON NORTHERN, INC , A DELAWARE CORPORATION BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 6220, A DISTANCE OF 1708 20 FEET NORTH OF THE SOUTH BOUNDARY OF SAID SECTION 35 AS PRODUCED FROM THE SOUTHEAST CORNER OF SAID SECTION THROUGH THE SOUTH QUARTER CORNER OF THE SOUTH LINE OF SAID SECTION,  
 THENCE SOUTH 22° 54'45" WEST ALONG THE WESTERLY LINE OF SAID RIGHT OF WAY A DISTANCE OF 272.27 FEET TO THE TRUE POINT OF BEGINNING OF THE LINE HEREIN DESCRIBED,  
 THENCE NORTH 76° 34'18" WEST 657 50 FEET;  
 THENCE SOUTH 0° 12'17" WEST, 193 15 FEET,  
 THENCE NORTH 87° 02'52" WEST, 381 34 FEET,  
 THENCE NORTH 75° 41'33" WEST TO WEST LINE OF SAID TIDELAND LOT 3 AND THE TERMINUS OF THE LINE HEREIN DESCRIBED

## PARCEL D:

THAT CERTAIN PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND OF GOVERNMENT LOTS 3 AND 4, SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M , AND OF LOTS 3 AND 4, EDMONDS TIDE LANDS, ACCORDING TO THE MAP ON FILE IN OLYMPIA, WASHINGTON ENTITLED 'PLAT OF TIDE LANDS OF THE FIRST CLASS AT THE TOWN OF EDMONDS, DESCRIBED AS FOLLOWS

BEGINNING AT A POINT ON THE WEST LINE OF THAT CERTAIN STRIP OF LAND CONVEYED TO SEATTLE & MONTANA RAILWAY COMPANY NOW KNOWN AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION, BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 5277 WHICH IS 748 FEET NORTH OF THE SOUTH LINE OF SAID SECTION, SAID POINT HAVING BEEN LOCATED BY GARDNER, GARDNER AND FISCHER, INC , CIVIL ENGINEERS, AS BEARING NORTH 0°02'39" EAST ALONG THE NORTH AND SOUTH QUARTER SECTION LINE, 748 00 FEET AND NORTH 89°30'46" WEST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 1381 93 FEET FROM THE QUARTER SECTION CORNER IN THE SOUTH LINE OF SAID SECTION,  
 THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF SAID BURLINGTON NORTHERN RAILWAY RIGHT OF WAY 200 FEET, TO A POINT WHICH IS 560 46 FEET NORTH AND 1393 68 FEET WEST OF SAID QUARTER SECTION CORNER;  
 THENCE NORTH 89°30'46" WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 695 97 FEET TO THE GOVERNMENT MEANDER LINE OF PUGET SOUND, SAID MEANDER LINE BEING THE EASTERLY LINE OF SAID LOT 4 SAID EDMONDS TIDE LANDS,  
 THENCE NORTH 46°58'20" WEST ALONG SAID MEANDER LINE 147.44 FEET;

THENCE NORTH 89°30'46" WEST 163 21 FEET TO THE WESTERLY LINE OF SAID LOT 4, EDMONDS TIDE LANDS,  
 THENCE NORTH 41°17'17" WEST ALONG SAID WESTERLY LINE, 86 16 FEET TO AN ANGLE POINT IN SAID LINE,  
 THENCE NORTH 11°48'43" EAST ALONG SAID WESTERLY LINE OF LOT 4, AND ALONG THE WESTERLY LINE OF LOT 3 OF SAID EDMONDS TIDE LANDS, 990.54 FEET TO AN ANGLE POINT IN SAID LINE;  
 THENCE NORTHEASTERLY ALONG THE SAID WESTERLY LINE OF SAID LOT 3, EDMONDS TIDE LANDS, 359 62 FEET, MORE OR LESS, TO THE MOST WESTERLY CORNER OF THE J. C. VAN ECK TRACT, AS ESTABLISHED BY DECREE ENTERED IN SNOHOMISH COUNTY TITLE REGISTRATION CAUSE NO 5, ENTITLED J. C. VAN ECK, PLAINTIFF VS DANIEL HINES (ET AL) DEFENDANTS;  
 THENCE SOUTH 67°05'15" EAST ALONG THE SOUTHWESTERLY LINE OF THE SAID VAN ECK TRACT, AS ESTABLISHED IN SAID CAUSE NO 5, 986.73 FEET, TO A POINT IN THE SAID WESTERLY LINE OF SAID SEATTLE & MONTANA RAILWAY COMPANY'S RIGHT OF WAY, THENCE SOUTHWESTERLY ALONG THE SAID WESTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING;

TOGETHER WITH TIDELANDS OF THE SECOND CLASS SITUATE IN FRONT OF, ADJACENT TO, OR ABUTTING UPON THE ABOVE DESCRIBED PORTION OF GOVERNMENT LOT 4, AS CONVEYED BY THE STATE OF WASHINGTON BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 758480

EXCEPT THAT PORTION OF GOVERNMENT LOT 3 AND SAID TIDE LAND LOT 3, LYING NORTHERLY OF A LINE DESCRIBED AS FOLLOWS

COMMENCING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN RAILROAD DISTANT 1708 2 FEET NORTH OF THE SOUTH BOUNDARY OF SAID SECTION 35 AS PRODUCED FROM THE SOUTHEAST CORNER OF SAID SECTION THROUGH THE SOUTH QUARTER CORNER ON THE SOUTH LINE OF SAID SECTION,  
 THENCE SOUTH 22° 54'45" WEST ALONG THE WESTERLY RIGHT OF WAY LINE 272 27 FEET TO THE TRUE POINT OF BEGINNING OF THE LINE HEREIN DESCRIBED,  
 THENCE NORTH 76° 34'18" WEST 657.50 FEET;  
 THENCE SOUTH 0° 12'17" WEST, 193 15 FEET;  
 THENCE NORTH 87° 02'52" WEST, 381 34 FEET,  
 THENCE NORTH 75° 41'33" WEST TO WEST LINE OF SAID TIDELAND LOT 3 AND THE TERMINUS OF THE LINE HEREIN DESCRIBED.

PARCEL E:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND OF GOVERNMENT LOT 4 AND OF VACATED HEBERLEIN ROAD, ACCORDING TO VOLUME 44 OF COMMISSIONER'S RECORDS, PAGE 44 AND OF A PORTION OF LOT 4, EDMONDS TIDE LANDS, ACCORDING TO THE MAP ON FILE IN OLYMPIA, WASHINGTON ENTITLED "PLAT OF TIDE LANDS OF THE FIRST CLASS AT THE TOWN OF EDMONDS", ALL IN SECTION 35, TOWNSHIP 27, RANGE 3 EAST, W.M., SAID PARCEL MORE PARTICULARLY DESCRIBED AS FOLLOWS (THE BEARINGS OF THIS PARCEL DESCRIPTION ARE BASED ON THE WASHINGTON COORDINATE SYSTEM, NORTH ZONE, NAD 83-91)

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35;  
 THENCE NORTH 01°11'56" EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION A DISTANCE OF 991.97 FEET (60 RODS BY DEED);  
 THENCE NORTH 88°33'35" WEST A DISTANCE OF 943.19 FEET TO THE POINT OF BEGINNING OF THIS PARCEL DESCRIPTION,  
 THENCE SOUTH 01°11'56" WEST A DISTANCE OF 455.24 FEET,  
 THENCE SOUTH 88°33'35" EAST A DISTANCE OF 422.92 FEET;  
 THENCE SOUTH 01°11'56" WEST A DISTANCE OF 20.00 FEET,

THENCE SOUTH 88°33'35" EAST A DISTANCE OF 490 27 FEET TO THE WEST MARGIN OF 116TH AVENUE SW,  
 THENCE SOUTH 01°11'56" WEST ALONG SAID MARGIN A DISTANCE OF 34 70 FEET,  
 THENCE NORTH 88°33'35" WEST A DISTANCE OF 616.67 FEET,  
 THENCE NORTH 01°11'56" EAST A DISTANCE OF 34 70 FEET;  
 THENCE NORTH 88°33'35" WEST A DISTANCE OF 453.60 FEET,  
 THENCE SOUTH 01°11'56" WEST A DISTANCE OF 259.23 FEET,  
 THENCE NORTH 88°33'35" WEST A DISTANCE OF 153.56 FEET, MORE OR LESS, TO THE EASTERLY RIGHT OF WAY LINE OF THE SEATTLE AND MONTANA RAILWAY COMPANY, NOW KNOWN AS THE BURLINGTON NORTHERN SANTA FE RAILWAY AND A POINT HEREINAFTER KNOWN AS POINT "A";  
 THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES NORTH 05°29'24" WEST A DISTANCE OF 153 31 FEET,  
 THENCE NORTH 01°36'06" WEST A DISTANCE OF 65.00 FEET TO THE BEGINNING OF A 1382 70 FOOT RADIUS TANGENT CURVE TO THE RIGHT,  
 THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°46'17" AN ARC DISTANCE OF 525 40 FEET;  
 THENCE NORTH 88°33'35" WEST A DISTANCE OF 1 50 FEET;  
 THENCE NORTH 24°02'46" EAST A DISTANCE OF 265 00 FEET,  
 THENCE SOUTH 31°23'34" EAST A DISTANCE OF 291 15 FEET TO THE POINT OF BEGINNING,

TOGETHER WITH A PARCEL LYING WESTERLY OF SAID RAILWAY AND COMMENCING AT AFORESAID POINT "A",  
 THENCE NORTH 88°33'35" WEST A DISTANCE OF 107 79 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID RAILWAY AND THE POINT OF BEGINNING;  
 THENCE CONTINUING NORTH 88°33'35" WEST A DISTANCE OF 414 54 FEET, MORE OR LESS, TO THE GOVERNMENT MEANDER LINE,  
 THENCE SOUTH 45°57'35" EAST ALONG SAID LINE A DISTANCE OF 14 77 FEET;  
 THENCE NORTH 88°33'35" WEST A DISTANCE OF 240 88 FEET TO THE WESTERLY LINE OF SAID LOT 4 OF EDMONDS TIDE LANDS,  
 THENCE NORTH 40°07'35" WEST ALONG SAID LINE A DISTANCE OF 551 68 FEET;  
 THENCE SOUTH 88°33'35" EAST A DISTANCE OF 158 05 FEET TO SAID MEANDER LINE;  
 THENCE SOUTH 45°57'35" EAST ALONG SAID LINE A DISTANCE OF 147 44 FEET,  
 THENCE SOUTH 88°33'35" EAST A DISTANCE OF 710 85 FEET, MORE OR LESS TO SAID WESTERLY RIGHT OF WAY LINE AND THE BEGINNING OF A 1004 93 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT,  
 THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°52'56" AN ARC DISTANCE OF 85 63 FEET,  
 THENCE SOUTH 05°29'24" EAST A DISTANCE OF 219.22 FEET TO SAID POINT "A" AND THE POINT OF BEGINNING;

ALSO KNOWN AS PARCEL 2 OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NUMBER 200405180215.

#### PARCEL F

ALL THAT PORTION OF GOVERNMENT LOT 4, SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35;  
 THENCE NORTH 0°21'27" EAST 247 50 FEET,  
 THENCE NORTH 89°00' WEST ALONG THE NORTH LINE OF PROPERTY CONVEYED TO ELIZABETH JANE SPENCER BY DEED RECORDED IN VOLUME 5 OF DEEDS, PAGE 264, 1100 27 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE NORTH 10 FEET TO A POINT ON THE SOUTH LINE OF PROPERTY CONVEYED TO NORTH AMERICAN TERRA COTTA TILE BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 81850,

THENCE NORTH 89°00' WEST ALONG THE SOUTH LINE OF SAID NORTH AMERICAN TERRA COTTA TILE PARCEL TO THE MEANDER LINE OF SAID SECTION 35;

THENCE SOUTH 44°57'35" EAST, ALONG THE SAID MEANDER LINE 14.77 FEET TO A POINT WHICH IS 10 FEET SOUTH OF AND PARALLEL TO THE LINE LAST ABOVE DESCRIBED,

THENCE SOUTH 89°00' EAST TO THE POINT OF BEGINNING,

EXCEPT THAT PORTION OF SAID PREMISES LYING EASTERLY OF THE WESTERLY LINE OF THE SEATTLE & MONTANA RAILWAY COMPANY'S RIGHT OF WAY, NOW KNOWN AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION, AS CONVEYED BY DEEDS RECORDED UNDER AUDITOR'S FILE NUMBERS 5277 AND 120070,

TOGETHER WITH TIDELANDS OF THE SECOND CLASS SITUATE IN FRONT OF, ADJACENT TO, OR ABUTTING UPON THE ABOVE DESCRIBED PARCEL F, AS CONVEYED BY THE STATE OF WASHINGTON RECORDED UNDER AUDITOR'S FILE NUMBER 758480

PARCEL G-

ALL THAT PORTION OF GOVERNMENT LOT 4, SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., AND OF LOT 4 EDMONDS TIDELANDS ACCORDING TO THE MAP ON FILE IN OLYMPIA, WASHINGTON ENTITLED "PLAT OF TIDE LANDS OF THE FIRST CLASS AT THE TOWN OF EDMONDS, LYING WESTERLY OF THAT CERTAIN STRIP OF LAND CONVEYED TO SEATTLE & MONTANA RAILWAY COMPANY, NOW KNOWN AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 5662 AND SOUTH OF A LINE WHICH IS PARALLEL TO AND DISTANT 247.5 FEET NORTH OF THE SOUTH LINE OF SECTION 35 AS PRODUCED FROM THE SOUTHEAST CORNER OF SECTION 35 THROUGH THE QUARTER CORNER ON THE SOUTH LINE OF SAID SECTION

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

**EXHIBIT B**

**Agreement dated September 24, 1965 between Great Northern Railway Company,  
predecessor of Burlington Northern Santa Fe Railroad Company, and Standard Oil  
Company of California**

TJS/dc-8/25/6\*

RB6.03

# Light Products Bridge Easement

AGREEMENT, made this 24th day of September,  
1965, between GREAT NORTHERN RAILWAY COMPANY, a Minnesota corpor-  
ation, hereinafter called the "Railway Company", and STANDARD  
OIL COMPANY OF CALIFORNIA, ~~INCORPORATED IN CALIFORNIA~~, a <sup>Delaware</sup> ~~CORPORATION~~ *LLC*  
corporation, hereinafter called the "Oil Company",

## WITNESSETH:

The Railway Company, in consideration of the  
covenants herein stipulated to be observed and performed by the  
Oil Company, has granted and does hereby grant unto the Oil  
Company upon the conditions hereinafter set forth license and  
permission to construct and during the continuance of this agree-  
ment to maintain an overhead bridge over the tracks of the Railway  
Company at a point near Richmond Beach, Washington, as shown  
colored red on the print hereto attached, marked Exhibit "A" and  
made a part hereof.

The foregoing grant is expressly conditioned upon  
the performance by the Oil Company of, and in consideration of  
said grant the Oil Company agrees to perform, all and singular  
the following covenants and conditions, to-wit:

1. The Oil Company shall construct and maintain  
said overhead bridge at its own sole cost and expense in all  
respects in conformity with the said plan, Exhibit "A", and in  
strict accordance with plans and specifications which shall be  
first approved by the Chief Engineer of the Railway Company.  
Said structure shall be constructed so that there will be a



vertical clearance of at least 23 feet and horizontal clearances as indicated on Exhibit "A". In case greater clearances than those above provided shall be required at any future time by any public authority having jurisdiction thereof the Oil Company will, at its own cost and expense, make such changes in said overhead bridge and in the supports thereof as may be necessary to secure such additional clearance.

2. The Oil Company shall do all the work connected with the construction of the said overhead bridge at its sole expense and under the supervision and to the satisfaction and approval of the Chief Engineer of the Railway Company.

3. The Railway Company shall have and retain the right to lay, maintain and operate within the limits of its present right of way at said crossing such additional track or tracks as it may require and elect and to change the grade and location of its roadbed and tracks at such point as its convenience may require. If at any time the Railway Company shall elect to lay, within the limits of its present right of way at said point any additional track or tracks or to change the location or elevation of its roadbed and tracks thereat, the Oil Company shall and will, at its own cost and expense, upon the request of the Railway Company, and upon reasonable notice, make all necessary changes in said overhead crossing and the supports thereof to accommodate

such additional track or tracks or such changes in the grade or location of such tracks.

4. The Oil Company shall not do nor suffer to be done anything which shall in any manner materially impair the usefulness of the existing tracks of the Railway Company at said point of crossing, or of any track or tracks which may hereafter be constructed by the Railway Company upon its right of way at said point. The Oil Company shall notify the Railway Company a sufficient time in advance whenever construction or maintenance work is to be performed adjacent to the Railway Company's tracks to enable the Railway Company to furnish flagmen and such other protective services as may be necessary to ensure safety of railway operations and the Railway Company shall have the right at the cost of the Oil Company to furnish all such flagging or protective services as in its judgment is necessary.

5. The Oil Company shall, before any construction is begun, pay to the Railway Company Five Thousand Three Hundred Seventy-seven (\$5377) Dollars, which is the agreed cost to the Railway Company for rearranging its facilities, including communications and signal lines, so as to accommodate the construction of the said overhead bridge.

6. The Oil Company shall and hereby does release and discharge the Railway Company of and from any

and all liability for damage to or destruction of the overhead bridge or any other property of the Oil Company upon the premises of Railway Company in connection with the construction, maintenance, change of location, use or removal of the overhead bridge. The Oil Company shall assume, and hereby does assume, all risk of and liability for any and all injury to or death of persons while upon the right of way of the Railway Company in connection with the construction, maintenance, change of location, use or removal of the overhead bridge. The Oil Company shall and hereby does further agree to indemnify and hold harmless the Railway Company of and from any and all liability, damages, recoveries, judgments, costs, expenses or other charges and demands on account of injury to or death of one or more persons, or damage to or destruction of the property of one or more persons, resulting from or during the construction, existence, maintenance, change of location, use or removal of the overhead bridge. The Oil Company further agrees to appear and defend in the name of the Railway Company any suits or actions at law brought against the Railway Company on account of any such personal injuries, death or damage to property, and to pay and satisfy any final judgment that may be rendered against Railway Company in any such suit or action. ~~The liability assumed by Oil Company herein shall not be affected or diminished by the fact, if it is a fact, that any such suit or action brought against Railway Company may arise in whole or in part out of the~~ *gwh.*

~~negligence of Railway Company, its officers, agents, servants  
or employees, or be contributed to in whole or in part by  
such negligence.~~ *John*

7. The Oil Company shall obtain and keep in full force and effect during the term of this license, at its own cost and expense, a policy of Railroad Protective Liability Insurance naming Railway Company as the insured. Said policy shall protect Railway Company against liability for bodily injury sustained by any person (including Railway Company's employees), Oil Company, or by any of Oil Company's employees, arising out of work done by Oil Company on Railway Company's right of way; against liability for property damage, for injury to or destruction of property arising out of Oil Company's activities upon Railway Company's right of way; against physical damage to Railway Company's property, including but not limited to rolling stock and their contents, mechanized construction equipment or motive power equipment arising out of Oil Company's activities upon Railway Company's right of way, provided such property is owned by Railway Company or is leased or entrusted to it under a lease or trust agreement. The limits of said policy shall not be less than \$250,000 for all damages arising out of bodily injuries to or death of one person, and subject to that limit for each person, a total of \$500,000 for all damages arising out of bodily injuries to or death of two or more persons in any one accident;

and not less than \$250,000 for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit for any one accident, a total limit of \$500,000 for all damages arising out of injuries to or destruction of property during the policy period. Said insurance policy shall be executed by a corporation qualified to write the same in the State of Washington, in form and substance satisfactory to Railway Company; and shall be delivered to and approved by Railway Company prior to the entry upon or use of its property by the Oil Company.

8. If the Oil Company shall at any time abandon the use of said overhead bridge or shall cease to use the same for a period of one year or more, this agreement and all the rights and privileges herein granted to the Oil Company shall cease and terminate, and the Oil Company shall thereupon at its own cost and expense remove the said overhead bridge from the right of way and from over the tracks of the Railway Company, and if it shall fail to do so promptly upon demand, the Railway Company may remove the same and the Oil Company will reimburse the Railway Company for all expenses thereby incurred. The rights and privileges hereinabove granted to the Oil Company shall likewise cease and become void unless said overhead bridge is constructed by the Oil Company within one year from the date hereof.

9. Any waiver at any time by the Railway Company of a breach of any condition of this agreement shall extend

only to the particular breach so waived, and shall not impair nor affect the existence of such condition or the right of the Railway Company, its successors or assigns, thereafter to avail itself of such condition and of any subsequent breach thereof.

10. The covenants, agreements and stipulations herein contained shall extend to and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

**In the presence of:**

St Blin Khaw

Frequent Premonition

GREAT NORTHERN RAILWAY COMPANY

By [Signature]  
Vice President

Attest: [Signature]  
Secretary

STANDARD OIL COMPANY OF CALIFORNIA,  
~~MINNEAPOLIS, MINN.~~

By J. M. Hughes Contract Agent

Approved By BCHansen  
~~Secretary~~ Asst. Secretary

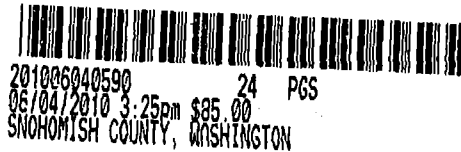
**EXHIBIT C**

**Agreement dated May 3, 1923 between Great Northern Railway Company, predecessor  
of Burlington Northern Santa Fe Railroad Company, and Standard Oil Company**

**Known as the Asphalt Plant Bridge Easement  
as provided for in said unrecorded agreement**

**Return Address:**

Douglas A. Luetjen  
Karr Tuttle Campbell  
1201 Third Avenue, Ste. 2900  
Seattle, Washington, 98101-3028



Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

**Document Title(s)** (or transactions contained therein): (all areas applicable to your document must be filled in)

ASSIGNMENT REGARDING RAILROAD TRESTLE AGREEMENTS

**Reference Number(s) of Documents assigned or released:**

200503150686

**CHICAGO**  
5305028

**Grantor(s)** (Last name, first name, initials)

Paramount of Washington, LLC, a Delaware limited liability company

**Grantee(s)** (Last name first, then first name and initials)

BSRSE Point Wells, LP, a Delaware limited partnership

**Legal description** (abbreviated: i.e. lot, block, plat or section, township, range)

PORTION SOUTHWEST QUARTER OF & PORTION GOVERNMENT LOT 3 & GOVERNMENT LOT 4,  
IN 35-27-3, TOGETHER WITH LOTS 3 & 4, EDMONDS TIDELANDS

**Assessor's Property Tax Parcel/Account Number**

270335-003-011-00; 270335-003-027-00; 270335-003-028-00; 270335-030-00;

270335-003-038-00; 270335-003-039-00; 270335-003-040-00

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



## ASSIGNMENT REGARDING RAILROAD TRESTLE AGREEMENTS

Paramount of Washington, LLC, a Delaware limited liability company, as successor-in-interest via merger with Paramount of Washington, Inc., a Washington corporation ("Paramount"), hereby assigns, sets over, and transfers to BSRE Point Wells, LP, a Delaware limited partnership ("BSRE"), all of Paramount's right, title and interest in and to the following agreements relating to the real property described on Exhibit A attached hereto and incorporated herein by reference as if fully set forth:

1. Agreement dated September 24, 1965 between Great Northern Railway Company, predecessor of Burlington Northern Santa Fe Railroad Company, and Standard Oil Company of California, predecessor in interest to Paramount, a copy of which is attached hereto as Exhibit B and incorporated herein by reference as if fully set forth; and
2. Agreement dated May 3, 1923 between Great Northern Railway Company, predecessor of Burlington Northern Santa Fe Railroad Company, and Standard Oil Company, predecessor in interest to Paramount, a copy of which is attached hereto as Exhibit C and incorporated herein by reference as if fully set forth herein.

BSRE accepts the foregoing assignment and assumes and agrees to perform all obligations imposed on Paramount by the foregoing described agreements in accordance with BSRE's obligations under the Agreement of Sale and Purchase between BSRE and Paramount dated April 22, 2010 and executed as of May 7, 2010.

[No further text on this page.]

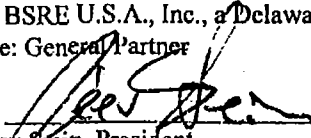
IN WITNESS WHEREOF, the undersigned have executed this instrument on dates set for below and is agreed shall be effective as of June 1, 2010.

BSRE POINT WELLS, L.P., a Delaware  
limited partnership

PARAMOUNT OF WASHINGTON, LLC, a  
Delaware limited liability company

By: BSRE U.S.A., Inc., a Delaware corporation  
Title: General Partner

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

By:   
Ze'ev Stein, President  
Dated: MAY 28, 2010

Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it as the \_\_\_\_\_ of BSRE U.S.A., Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_, 2010

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it as the \_\_\_\_\_ of PARAMOUNT OF WASHINGTON, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

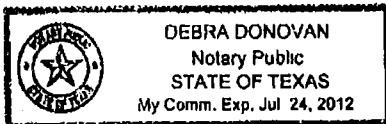
DATED: \_\_\_\_\_, 2010

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

STATE OF Texas  
COUNTY OF Dallas

I certify that I know or have satisfactory evidence that Zeev Stein is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it as the sole director of BSRE U.S.A., Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: May 28, 2010



Debra Donovan  
Notary Public in and for the State of Texas  
Printed Name: DEBRA DONOVAN  
My appointment expires: 7-24-12

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it as the \_\_\_\_\_ of PARAMOUNT OF WASHINGTON, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_, 2010

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

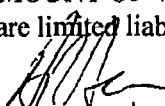
IN WITNESS WHEREOF, the undersigned have executed this instrument on dates set for below and is agreed shall be effective as of June 1, 2010.

BSRE POINT WELLS, L.P., a Delaware  
limited partnership

By: BSRE U.S.A., Inc., a Delaware corporation  
Title: General Partner

By: \_\_\_\_\_  
Ze'ev Stein, President  
Dated: \_\_\_\_\_

PARAMOUNT OF WASHINGTON, LLC, a  
Delaware limited liability company

By:   
Printed Name: Harlin R. Dean  
Title: Vice President  
Dated: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it as the \_\_\_\_\_ of BSRE U.S.A., Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

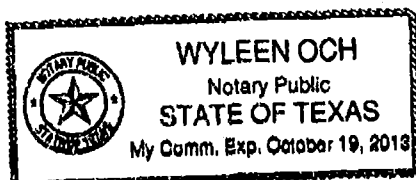
DATED: \_\_\_\_\_, 2010

Notary Public in and for the State of \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

STATE OF Texas )  
COUNTY OF Dallas )

I certify that I know or have satisfactory evidence that Harlin R. Dean is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it as the Vice President of PARAMOUNT OF WASHINGTON, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: May 27, 2010



Wyleen Och  
Notary Public in and for the State of Texas  
Printed Name: Wyleen Och  
My appointment expires: 10-19-2013

**EXHIBIT A**

**Legal Description**

See attached Legal Description.

EXHIBIT "A"

PARCEL A:

ALL THAT PORTION OF GOVERNMENT LOT 3, LYING WESTERLY OF THE WESTERLY RIGHT OF WAY MARGIN OF THAT CERTAIN STRIP OF LAND CONVEYED TO SEATTLE AND MONTANA RAILWAY COMPANY (NOW KNOWN AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION) BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 6220 AND OF TIDE LAND LOT 3, ACCORDING TO THE MAP ON FILE IN OLYMPIA, WASHINGTON, ENTITLED "PLAT OF TIDE LANDS OF THE FIRST CLASS AT THE TOWN OF EDMONDS," SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, LYING NORTHERLY OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WESTERLY LINE OF THAT CERTAIN STRIP OF LAND CONVEYED TO SEATTLE AND MONTANA RAILWAY COMPANY NOW KNOWN AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 6220, A DISTANCE OF 1708.20 FEET NORTH OF THE SOUTH BOUNDARY OF SAID SECTION 35 AS PRODUCED FROM THE SOUTHEAST CORNER OF SAID SECTION THROUGH THE SOUTH QUARTER CORNER OF THE SOUTH LINE OF SAID SECTION;

THENCE SOUTH 22° 54'45" WEST ALONG THE WESTERLY LINE OF SAID RIGHT OF WAY A DISTANCE OF 272.27 FEET TO THE TRUE POINT OF BEGINNING OF THE LINE HEREIN DESCRIBED;

THENCE NORTH 76° 34'18" WEST 657.50 FEET;

THENCE SOUTH 0° 12'17" WEST, 193.15 FEET;

THENCE NORTH 87° 02'52" WEST, 381.34 FEET;

THENCE NORTH 75° 41'33" WEST TO WEST LINE OF SAID TIDELAND LOT 3 AND THE TERMINUS OF THE LINE HEREIN DESCRIBED.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

PARCEL D:

THAT CERTAIN PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND OF GOVERNMENT LOTS 3 AND 4, SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., AND OF LOTS 3 AND 4, EDMONDS TIDE LANDS, ACCORDING TO THE MAP ON FILE IN OLYMPIA, WASHINGTON ENTITLED 'PLAT OF TIDE LANDS OF THE FIRST CLASS AT THE TOWN OF EDMONDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THAT CERTAIN STRIP OF LAND CONVEYED TO SEATTLE & MONTANA RAILWAY COMPANY NOW KNOWN AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 5277 WHICH IS 748 FEET NORTH OF THE SOUTH LINE OF SAID SECTION, SAID POINT HAVING BEEN LOCATED BY GARDNER, GARDNER AND FISCHER, INC., CIVIL ENGINEERS, AS BEARING NORTH 0°02'39" EAST ALONG THE NORTH AND SOUTH QUARTER SECTION LINE, 748.00 FEET AND NORTH 89°30'46" WEST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 1381.93 FEET FROM THE QUARTER SECTION CORNER IN THE SOUTH LINE OF SAID SECTION;



THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF SAID BURLINGTON NORTHERN RAILWAY RIGHT OF WAY 200 FEET, TO A POINT WHICH IS 560.46 FEET NORTH AND 1393.68 FEET WEST OF SAID QUARTER SECTION CORNER;  
THENCE NORTH 89°30'46" WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 695.97 FEET TO THE GOVERNMENT MEANDER LINE OF PUGET SOUND, SAID MEANDER LINE BEING THE EASTERLY LINE OF SAID LOT 4 SAID EDMONDS TIDE LANDS;

THENCE NORTH 46°58'20" WEST ALONG SAID MEANDER LINE 147.44 FEET;  
THENCE NORTH 89°30'46" WEST 163.21 FEET TO THE WESTERLY LINE OF SAID LOT 4, EDMONDS TIDE LANDS;  
THENCE NORTH 41°17'17" WEST ALONG SAID WESTERLY LINE, 86.16 FEET TO AN ANGLE POINT IN SAID LINE;  
THENCE NORTH 11°48'43" EAST ALONG SAID WESTERLY LINE OF LOT 4, AND ALONG THE WESTERLY LINE OF LOT 3 OF SAID EDMONDS TIDE LANDS, 990.54 FEET TO AN ANGLE POINT IN SAID LINE;  
THENCE NORTHEASTERLY ALONG THE SAID WESTERLY LINE OF SAID LOT 3, EDMONDS TIDE LANDS, 359.62 FEET, MORE OR LESS, TO THE MOST WESTERLY CORNER OF THE J. C. VAN ECK TRACT, AS ESTABLISHED BY DECREE ENTERED IN SNOHOMISH COUNTY TITLE REGISTRATION CAUSE NO. 5, ENTITLED J. C. VAN ECK, PLAINTIFF VS. DANIEL HINES (ET AL) DEFENDANTS;  
THENCE SOUTH 67°05'15" EAST ALONG THE SOUTHWESTERLY LINE OF THE SAID VAN ECK TRACT, AS ESTABLISHED IN SAID CAUSE NO. 5, 986.73 FEET, TO A POINT IN THE SAID WESTERLY LINE OF SAID SEATTLE & MONTANA RAILWAY COMPANY'S RIGHT OF WAY;  
THENCE SOUTHWESTERLY ALONG THE SAID WESTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING;

TOGETHER WITH TIDELANDS OF THE SECOND CLASS SITUATE IN FRONT OF, ADJACENT TO, OR ABUTTING UPON THE ABOVE DESCRIBED PORTION OF GOVERNMENT LOT 4, AS CONVEYED BY THE STATE OF WASHINGTON BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 758480.

EXCEPT THAT PORTION OF GOVERNMENT LOT 3 AND SAID TIDE LAND LOT 3, LYING NORTHERLY OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN RAILROAD DISTANT 1708.2 FEET NORTH OF THE SOUTH BOUNDARY OF SAID SECTION 35 AS PRODUCED FROM THE SOUTHEAST CORNER OF SAID SECTION THROUGH THE SOUTH QUARTER CORNER ON THE SOUTH LINE OF SAID SECTION;

THENCE SOUTH 22° 54'45" WEST ALONG THE WESTERLY RIGHT OF WAY LINE 272.27 FEET TO THE TRUE POINT OF BEGINNING OF THE LINE HEREIN DESCRIBED;

THENCE NORTH 76° 34'18" WEST 657.50 FEET;  
THENCE SOUTH 0° 12'17" WEST, 193.15 FEET;  
THENCE NORTH 87° 02'52" WEST, 381.34 FEET;  
THENCE NORTH 75° 41'33" WEST TO WEST LINE OF SAID TIDELAND LOT 3 AND THE TERMINUS OF THE LINE HEREIN DESCRIBED.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

PARCEL E:

PARCEL 2 OF SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NUMBER 200405180215, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND OF GOVERNMENT LOT 4 AND OF VACATED HEBERLEIN ROAD, ACCORDING TO VOLUME 44 OF COMMISSIONER'S RECORDS, PAGE 44 AND OF A PORTION OF LOT 4, EDMONDS TIDE LANDS, ACCORDING TO THE MAP ON FILE IN OLYMPIA, WASHINGTON ENTITLED "PLAT OF TIDE LANDS OF THE FIRST CLASS AT THE TOWN OF EDMONDS", ALL IN SECTION 35, TOWNSHIP 27, RANGE 3 EAST, W.M., SAID PARCEL MORE PARTICULARLY DESCRIBED AS FOLLOWS: (THE BEARINGS OF THIS PARCEL DESCRIPTION ARE BASED ON THE WASHINGTON COORDINATE SYSTEM, NORTH ZONE, NAD 83-91)

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35;  
THENCE NORTH 01°11'56" EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION A DISTANCE OF 991.97 FEET (60 RODS BY DEED);  
THENCE NORTH 88°33'35" WEST A DISTANCE OF 943.19 FEET TO THE POINT OF BEGINNING OF THIS PARCEL DESCRIPTION;  
THENCE SOUTH 01°11'56" WEST A DISTANCE OF 455.24 FEET;  
THENCE SOUTH 88°33'35" EAST A DISTANCE OF 422.92 FEET;  
THENCE SOUTH 01°11'56" WEST A DISTANCE OF 20.00 FEET;  
THENCE SOUTH 88°33'35" EAST A DISTANCE OF 490.27 FEET TO THE WEST MARGIN OF 116TH AVENUE SW;  
THENCE SOUTH 01°11'56" WEST ALONG SAID MARGIN A DISTANCE OF 34.70 FEET;  
THENCE NORTH 88°33'35" WEST A DISTANCE OF 616.67 FEET;  
THENCE NORTH 01°11'56" EAST A DISTANCE OF 34.70 FEET;  
THENCE NORTH 88°33'35" WEST A DISTANCE OF 453.60 FEET;  
THENCE SOUTH 01°11'56" WEST A DISTANCE OF 259.23 FEET;  
THENCE NORTH 88°33'35" WEST A DISTANCE OF 153.56 FEET, MORE OR LESS, TO THE EASTERLY RIGHT OF WAY LINE OF THE SEATTLE AND MONTANA RAILWAY COMPANY, NOW KNOWN AS THE BURLINGTON NORTHERN SANTA FE RAILWAY AND A POINT HEREINAFTER KNOWN AS POINT "A";  
THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 05°29'24" WEST A DISTANCE OF 153.31 FEET;  
THENCE NORTH 01°36'06" WEST A DISTANCE OF 65.00 FEET TO THE BEGINNING OF A 1382.70 FOOT RADIUS TANGENT CURVE TO THE RIGHT;  
THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°46'17" AN ARC DISTANCE OF 525.40 FEET;  
THENCE NORTH 88°33'35" WEST A DISTANCE OF 1.50 FEET;  
THENCE NORTH 24°02'46" EAST A DISTANCE OF 265.00 FEET;  
THENCE SOUTH 31°23'34" EAST A DISTANCE OF 291.15 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH A PARCEL LYING WESTERLY OF SAID RAILWAY AND COMMENCING AT AFORESAID POINT "A";  
THENCE NORTH 88°33'35" WEST A DISTANCE OF 107.79 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID RAILWAY AND THE POINT OF BEGINNING;  
THENCE CONTINUING NORTH 88°33'35" WEST A DISTANCE OF 414.54 FEET, MORE OR LESS, TO THE GOVERNMENT MEANDER LINE;  
THENCE SOUTH 45°57'35" EAST ALONG SAID LINE A DISTANCE OF 14.77 FEET;  
THENCE NORTH 88°33'35" WEST A DISTANCE OF 240.88 FEET TO THE WESTERLY LINE OF SAID LOT 4 OF EDMONDS TIDE LANDS;  
THENCE NORTH 40°07'35" WEST ALONG SAID LINE A DISTANCE OF 551.68 FEET;  
THENCE SOUTH 88°33'35" EAST A DISTANCE OF 158.05 FEET TO SAID MEANDER LINE;  
THENCE SOUTH 45°57'35" EAST ALONG SAID LINE A DISTANCE OF 147.44 FEET;  
THENCE SOUTH 88°33'35" EAST A DISTANCE OF 710.85 FEET, MORE OR LESS TO SAID WESTERLY RIGHT OF WAY LINE AND THE BEGINNING OF A 1004.93 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°52'56" AN ARC DISTANCE OF 85.63 FEET;  
THENCE SOUTH 05°29'24" EAST A DISTANCE OF 219.22 FEET TO SAID POINT "A" AND THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

**PARCEL F:**

ALL THAT PORTION OF GOVERNMENT LOT 4, SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35;  
THENCE NORTH 0°21'27" EAST 247.50 FEET;  
THENCE NORTH 89°00' WEST ALONG THE NORTH LINE OF PROPERTY CONVEYED TO ELIZABETH JANE SPENCER BY DEED RECORDED IN VOLUME 5 OF DEEDS, PAGE 264, 1100.27 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;  
THENCE NORTH 10 FEET TO A POINT ON THE SOUTH LINE OF PROPERTY CONVEYED TO NORTH AMERICAN TERRA COTTA TILE BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 81850;  
THENCE NORTH 89°00' WEST ALONG THE SOUTH LINE OF SAID NORTH AMERICAN TERRA COTTA TILE PARCEL TO THE MEANDER LINE OF SAID SECTION 35;  
THENCE SOUTH 44°57'35" EAST, ALONG THE SAID MEANDER LINE 14.77 FEET TO A POINT WHICH IS 10 FEET SOUTH OF AND PARALLEL TO THE LINE LAST ABOVE DESCRIBED;  
THENCE SOUTH 89°00' EAST TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION OF SAID PREMISES LYING EASTERLY OF THE WESTERLY LINE OF THE SEATTLE & MONTANA RAILWAY COMPANY'S RIGHT OF WAY, NOW KNOWN AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION, AS CONVEYED BY DEEDS RECORDED UNDER AUDITOR'S FILE NUMBERS 5277 AND 120070;

TOGETHER WITH TIDELANDS OF THE SECOND CLASS SITUATE IN FRONT OF, ADJACENT TO, OR ABUTTING UPON THE ABOVE DESCRIBED PARCEL F, AS CONVEYED BY THE STATE OF WASHINGTON RECORDED UNDER AUDITOR'S FILE NUMBER 758480.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

**PARCEL G:**

ALL THAT PORTION OF GOVERNMENT LOT 4, SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., AND OF LOT 4 EDMONDS TIDELANDS ACCORDING TO THE MAP ON FILE IN OLYMPIA, WASHINGTON ENTITLED "PLAT OF TIDE LANDS OF THE FIRST CLASS AT THE TOWN OF EDMONDS, LYING WESTERLY OF THAT CERTAIN STRIP OF LAND CONVEYED TO SEATTLE & MONTANA RAILWAY COMPANY, NOW KNOWN AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 5662 AND SOUTH OF A LINE WHICH IS PARALLEL TO AND DISTANT 247.5 FEET NORTH OF THE SOUTH LINE OF SECTION 35 AS PRODUCED FROM THE SOUTHEAST CORNER OF SECTION 35 THROUGH THE QUARTER CORNER ON THE SOUTH LINE OF SAID SECTION;

EXCEPT THAT PORTION CONTAINED IN ORDER ADJUDICATING PUBLIC USE AND NECESSITY UNDER SNOHOMISH COUNTY SUPERIOR COURT CAUSE NO. 05-2-13678-1, AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35;

THENCE ALONG THE SOUTH LINE OF SAID SECTION, NORTH 88°33'35" WEST  
1306.22 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF THE BURLINGTON  
NORTHERN SANTE FE RAILWAY AND THE TRUE POINT OF BEGINNING;  
THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, NORTH 05°29'24" WEST  
221.33 FEET;  
THENCE NORTH 88°33'35" WEST 64.24 FEET;  
THENCE SOUTH 83°44'46" WEST 150.85 FEET;  
THENCE SOUTH 55°49'32" WEST 62.29 FEET;  
THENCE SOUTH 40°13'07" EAST 218.50 FEET TO SAID SOUTH LINE;  
THENCE ALONG SAID SOUTH LINE, SOUTH 88°33'35" EAST 145.84 FEET TO THE  
TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

## **EXHIBIT B**

### **1965 Railroad Trestle Agreement**

See attached Agreement dated September 24, 1965 between Great Northern Railway Company, predecessor of Burlington Northern Santa Fe Railroad Company, and Standard Oil Company of California, predecessor in interest to Paramount of Washington, LLC.

## 1965 Light Products Bridge Easement

AGREEMENT, made this 24th day of September,

1965, between GREAT NORTHERN RAILWAY COMPANY, a Minnesota corporation, hereinafter called the "Railway Company", and STANDARD OIL COMPANY OF CALIFORNIA, ~~WESTERN OIL CORPORATION~~, a <sup>Delaware</sup> ~~corporation~~, hereinafter called the "Oil Company",

## WITNESSETH:

The Railway Company, in consideration of the covenants herein stipulated to be observed and performed by the Oil Company, has granted and does hereby grant unto the Oil Company upon the conditions hereinafter set forth license and permission to construct and during the continuance of this agreement to maintain an overhead bridge over the tracks of the Railway Company at a point near Richmond Beach, Washington, as shown colored red on the print hereto attached, marked Exhibit "A" and made a part hereof.

The foregoing grant is expressly conditioned upon the performance by the Oil Company of, and in consideration of said grant the Oil Company agrees to perform, all and singular the following covenants and conditions, to-wit:

1. The Oil Company shall construct and maintain said overhead bridge at its own sole cost and expense in all respects in conformity with the said plan, Exhibit "A", and in strict accordance with plans and specifications which shall be first approved by the Chief Engineer of the Railway Company. Said structure shall be constructed so that there will be a

vertical clearance of at least 23 feet and horizontal clearances as indicated on Exhibit "A". In case greater clearances than those above provided shall be required at any future time by any public authority having jurisdiction thereof the Oil Company will, at its own cost and expense, make such changes in said overhead bridge and in the supports thereof as may be necessary to secure such additional clearance.

2. The Oil Company shall do all the work connected with the construction of the said overhead bridge at its sole expense and under the supervision and to the satisfaction and approval of the Chief Engineer of the Railway Company.

3. The Railway Company shall have and retain the right to lay, maintain and operate within the limits of its present right of way at said crossing such additional track or tracks as it may require and elect and to change the grade and location of its roadbed and tracks at such point as its convenience may require. If at any time the Railway Company shall elect to lay, within the limits of its present right of way at said point any additional track or tracks or to change the location or elevation of its roadbed and tracks thereat, the Oil Company shall and will, at its own cost and expense, upon the request of the Railway Company, and upon reasonable notice, make all necessary changes in said overhead crossing and the supports thereof to accommodate

such additional track or tracks or such changes in the grade or location of such tracks.

4. The Oil Company shall not do nor suffer to be done anything which shall in any manner materially impair the usefulness of the existing tracks of the Railway Company at said point of crossing, or of any track or tracks which may hereafter be constructed by the Railway Company upon its right of way at said point. The Oil Company shall notify the Railway Company a sufficient time in advance whenever construction or maintenance work is to be performed adjacent to the Railway Company's tracks to enable the Railway Company to furnish flagmen and such other protective services as may be necessary to ensure safety of railway operations and the Railway Company shall have the right at the cost of the Oil Company to furnish all such flagging or protective services as in its judgment is necessary.

5. The Oil Company shall, before any construction is begun, pay to the Railway Company Five Thousand Three Hundred Seventy-seven (\$5377) Dollars, which is the agreed cost to the Railway Company for rearranging its facilities, including communications and signal lines, so as to accommodate the construction of the said overhead bridge.

6. The Oil Company shall and hereby does release and discharge the Railway Company of and from any



and all liability for damage to or destruction of the overhead bridge or any other property of the Oil Company upon the premises of Railway Company in connection with the construction, maintenance, change of location, use or removal of the overhead bridge. The Oil Company shall assume, and hereby does assume, all risk of and liability for any and all injury to or death of persons while upon the right of way of the Railway Company in connection with the construction, maintenance, change of location, use or removal of the overhead bridge. The Oil Company shall and hereby does further agree to indemnify and hold harmless the Railway Company of and from any and all liability, damages, recoveries, judgments, costs, expenses or other charges and demands on account of injury to or death of one or more persons, or damage to or destruction of the property of one or more persons, resulting from or during the construction, existence, maintenance, change of location, use or removal of the overhead bridge. The Oil Company further agrees to appear and defend in the name of the Railway Company any suits or actions at law brought against the Railway Company on account of any such personal injuries, death or damage to property, and to pay and satisfy any final judgment that may be rendered against Railway Company in any such suit or action. ~~The liability assumed by Oil Company herein shall not be affected or diminished by the fact, if it be a fact, that any such suit or action brought against Railway Company may arise in whole or in part out of the~~ *gwh.*

~~negligence of Railway Company, its officers, agents, servants~~  
~~or employees, or be contributed to in whole or in part by~~  
~~such negligence.~~ JH

7. The Oil Company shall obtain and keep in full force and effect during the term of this license, at its own cost and expense, a policy of Railroad Protective Liability Insurance naming Railway Company as the insured. Said policy shall protect Railway Company against liability for bodily injury sustained by any person (including Railway Company's employees), Oil Company, or by any of Oil Company's employees, arising out of work done by Oil Company on Railway Company's right of way; against liability for property damage, for injury to or destruction of property arising out of Oil Company's activities upon Railway Company's right of way; against physical damage to Railway Company's property, including but not limited to rolling stock and their contents, mechanized construction equipment or motive power equipment arising out of Oil Company's activities upon Railway Company's right of way, provided such property is owned by Railway Company or is leased or entrusted to it under a lease or trust agreement. The limits of said policy shall not be less than \$250,000 for all damages arising out of bodily injuries to or death of one person, and subject to that limit for each person, a total of \$500,000 for all damages arising out of bodily injuries to or death of two or more persons in any one accident;

and not less than \$250,000 for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit for any one accident, a total limit of \$500,000 for all damages arising out of injuries to or destruction of property during the policy period. Said insurance policy shall be executed by a corporation qualified to write the same in the State of Washington, in form and substance satisfactory to Railway Company; and shall be delivered to and approved by Railway Company prior to the entry upon or use of its property by the Oil Company.

8. If the Oil Company shall at any time abandon the use of said overhead bridge or shall cease to use the same for a period of one year or more, this agreement and all the rights and privileges herein granted to the Oil Company shall cease and terminate, and the Oil Company shall thereupon at its own cost and expense remove the said overhead bridge from the right of way and from over the tracks of the Railway Company, and if it shall fail to do so promptly upon demand, the Railway Company may remove the same and the Oil Company will reimburse the Railway Company for all expenses thereby incurred. The rights and privileges hereinabove granted to the Oil Company shall likewise cease and become void unless said overhead bridge is constructed by the Oil Company within one year from the date hereof.

9. Any waiver at any time by the Railway Company of a breach of any condition of this agreement shall extend

only to the particular breach so waived, and shall not impair nor affect the existence of such condition or the right of the Railway Company, its successors or assigns, thereafter to avail itself of such condition and of any subsequent breach thereof.

10. The covenants, agreements and stipulations herein contained shall extend to and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

In the presence of:

J. B. K. Brown  
Frederick J. DeRamus

GREAT NORTHERN RAILWAY COMPANY

By J. L. Leaper  
Vice President  
Attest: Tommy  
Secretary

STANDARD OIL COMPANY OF CALIFORNIA,  
~~MEMBER OF THE STANDARD OIL COMPANY~~

\_\_\_\_\_  
\_\_\_\_\_

By J. W. L. L. L. L.  
Contract Agent  
Attest: B. A. Hansen  
Asst Secretary

[This page was removed from the document, as the page was not in legible form for recording.]

## **EXHIBIT C**

### **1923 Railroad Trestle Agreement**

See attached Agreement dated May 3, 1923 between Great Northern Railway Company, predecessor of Burlington Northern Santa Fe Railroad Company, and Standard Oil Company, predecessor in interest to Paramount.

[This exhibit was removed from the document, as the exhibit was not in legible form for recording.]

## RETURN NAME &amp; ADDRESS

Bart J. Freedman  
 K&L Gates LLP  
 925 Fourth Ave., Ste 2900  
 Seattle, WA 98104-1158



201001190209 53 PGS  
 01/19/2010 9:44am \$114.00  
 SNOHOMISH COUNTY, WASHINGTON

Please print neatly or type information  
 Document Title(s)

Consent Judgment & Decree of Appropriation

Reference Number(s) of related documents:

\_\_\_\_\_  
 Grantor(s) (Last, First, and Middle Initial)

\_\_\_\_\_  
 Additional Reference #'s on page \_\_\_\_\_

King County

\_\_\_\_\_  
 Grantee(s) (Last, First, and Middle Initial)

\_\_\_\_\_  
 Additional Grantors on page 2

Paramount of Washington, Inc.

\_\_\_\_\_  
 Additional Grantees on page \_\_\_\_\_

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

Those portions of Section 35, Township 27 North, Range 3 East, Willamette Meridian

\_\_\_\_\_  
 Complete legal on page 6

Assessor's Property Tax Parcel/Account Number(s)

270335-003-011-00; 270335-003-028-00;  
270335-003-030-00; 270335-003-036-00;  
270335-003-038-00; 270335-003-039-00;  
270335-003-040-00;

\_\_\_\_\_  
 Additional parcel #'s on page \_\_\_\_\_

The Auditor/Recorder will rely on the information provided on this form. The responsibility for the accuracy of the indexing information is that of the document preparer.

\*I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

\_\_\_\_\_  
 Signature of Requesting Party



**FILED**

JAN 04 2010

SONYA KRASKI  
COUNTY CLERK  
SNOHOMISH CO. WASH.

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF SNOHOMISH

KING COUNTY, a county of the state of  
Washington,

Petitioner,

v.

PARAMOUNT OF WASHINGTON,  
INC., a Washington corporation; NRC  
ENVIRONMENTAL SERVICES, INC., a  
Washington corporation; BANK OF  
AMERICA, N.A.; LAWRENCE  
MICHAEL INVESTMENTS, LLC;

Respondents.

No. 05-2-13678-1

CONSENT JUDGMENT AND  
DECREE OF APPROPRIATION

Tax Parcel IDs: 270335-003-011-00;  
270335-003-028-00;  
270335-003-030-00;\*  
270335-003-036-00;  
270335-003-038-00;  
270335-003-039-00;  
270335-003-040-00

Clerk's Action Required

**JUDGMENT SUMMARY**

1. Petitioner: King County
2. Vested Fee Owners: Paramount of Washington LLC ("Paramount")

\* The easements set forth in Exhibit E and H to the First Amended Petition in the above-captioned matter, which are attached hereto as part of Exhibit B, are relocatable access easements that currently affect tax parcel nos. 270335-003-011-00, 270335-003-038-00, and 270335-003-039-00. These access easements may be relocated by Paramount and the site of such relocation may, at Paramount's discretion, include but is not limited to, areas within tax parcel nos. 270335-003-028-00 and/or 270335-003-030-00. It is solely for the reason that these access easements may be relocated that these latter two tax parcels are included herein. At Paramount's sole discretion, it may relinquish the right to relocate these access easements to tax parcel nos. 270335-003-028-00 and/or 270335-003-030-00 and if so, these two tax parcels will no longer be subject to any rights of King County in the present action, provided, however, that King County's permanent right of access is preserved.

CONSENT JUDGMENT AND DECREE OF  
APPROPRIATION - 1

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**COPY**

K&L GATES LLP  
925 FOURTH AVENUE  
SUITE 2900  
SEATTLE, WASHINGTON 98104-1158  
TELEPHONE: (206) 623-7580  
FACSIMILE: (206) 623-7022

- 1 3. Principal Judgment: \$3,000,000.00
- 2 4. Costs and Fees: Each party to bear its own costs and expert and attorneys'
- 3 fees.
- 4 5. Prejudgment Interest: Included in Principal Judgment Amount.

### JUDGMENT AND DECREE

6 THIS MATTER having come before the Court upon the consent of the parties  
 7 upon the First Amended Petition of King County ("Petitioner" or "King County"),  
 8 seeking:

- 9 1) A determination of just compensation to be paid in money for the taking
- 10 and appropriation of the subject property;
- 11 2) A judgment and decree of the Court providing for payment of the just
- 12 compensation so determined; and
- 13 3) A decree of appropriation vesting title to the subject property in King
- 14 County and adjudging that King County be entitled to immediate
- 15 possession thereof.

16 THE COURT HAVING entered its adjudication of public use and necessity,  
 17 declaring that the use for which the subject property, legally described in Exhibit A to this  
 18 decree, and as described in the First Amended Petition ("Property"), is sought to be  
 19 appropriated is a public use, and declaring that there is a public necessity for such  
 20 appropriation. Petitioner King County is represented by Bart J. Freedman, Sarah C.  
 21 Johnson, and Jessica A. Skelton of K&L Gates LLP, its attorneys, and Respondent  
 22 Paramount, is represented by Douglas A. Luetjen and J. Dino Vasquez of Karr Tuttle  
 23 Campbell, its attorneys. The parties have stipulated to and approved the form of this  
 24 Consent Judgment and Decree of Appropriation.

25 NOW, THEREFORE, in accordance with the parties' stipulation and agreement, it  
 is hereby

**ORDERED, ADJUDGED, AND DECREED** that the sum of Three Million  
 Dollars and No Cents (\$3,000,000.00) represents the just compensation for the Property

CONSENT JUDGMENT AND DECREE OF  
 APPROPRIATION - 2

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1 taken. In order to satisfy the monetary requirements of the Stipulation and Agreed Order  
 2 of Immediate Possession and Use, King County previously has deposited One Million  
 3 Four Hundred Sixty Three Thousand Two Hundred Ten Dollars and No Cents  
 4 (\$1,463,210.00) into the Court registry. This amount is a credit against the principal  
 5 judgment established in this Consent Judgment. Thus, King County will deposit into the  
 6 Court's registry the additional amount of One Million Five Hundred Thirty-Six Seven  
 7 Hundred Ninety Dollars and No Cents (\$1,536,790.00).

8 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that upon  
 9 deposit of \$1,536,790.00 into the Court registry, Petitioner is hereby granted the right to  
 10 appropriate, use, and take the Property, and all of the right, title, and interest of  
 11 Respondent in or to the property interests described in Exhibits C, D (as amended by the  
 12 Settlement Agreement), E, F, G, H, J, and K to the First Amended Petition and attached  
 13 hereto as **Exhibit B** to this Decree, and of those claiming by, through or under it, and title  
 14 shall be vested in Petitioner as specified in Exhibit B.

15 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that upon King  
 16 County's deposit of the amount of \$1,536,790.00 into the Court registry, it will provide  
 17 notice to all parties with an interest in the Property. Paramount, and such parties, if any,  
 18 must seek disbursement of the funds.

19 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that a certified  
 20 copy of this Consent Decree and Judgment of Appropriation shall be filed in the Office of  
 21 the Snohomish County Auditor and shall be recorded by such Auditor like a deed of real  
 22 estate with like effect.

23 IT IS SO ORDERED this        day of **DEC 31 2009**, 2009.

24 STEVEN C. GISH

25 Snohomish County Superior Court Judge *Coman*

*Pro tem*

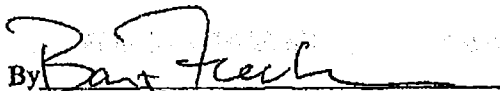
CONSENT JUDGMENT AND DECREE OF  
 APPROPRIATION - 3

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 SEATTLE, WASHINGTON 98104-1158  
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1 Presented by:

2 K&L GATES LLP

3 

4 By Bart J. Freedman, WSBA # 14187

5 Sarah C. Johnson, WSBA # 34529

6 Jessica A. Skelton, WSBA # 36748

7 Attorneys for Petitioner  
King County

8 Approved as to Form;  
9 Approved for Entry:

10 KARR TUTTLE CAMPBELL

11 

12 By Douglas A. Luefjen, WSBA # 15334

13 J. Dino Vasquez, WSBA # 25533

14 Attorneys for Respondent  
Paramount of Washington LLC

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CONSENT JUDGMENT AND DECREE OF  
APPROPRIATION - 4

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# Exhibit A

## Exhibit A

### The Property (Brightwater Parcel No. 19)

Those portions of the Southeast Quarter of the Southwest Quarter, and of Government Lots 3 and 4, all in Section 35, Township 27 North, Range 3 East, Willamette Meridian, all lying west of the Burlington Northern and Santa Fe Railroad Right-of-Way and hereinafter referred to as the "West Parcel";

Together with Second Class Tidelands, as conveyed by the State of Washington, adjoining and abutting thereon;

Excepting from all of the above lands and tidelands, those portions lying northerly of a line described as follows:

Commencing at a point on the westerly right-of-way of the Burlington Northern and Santa Fe Railroad distant 1708.2 feet north of the south boundary of said Section 35 as produced from the southeast corner of said section through the south quarter corner on the south line of said section; thence South 22°54'45" West along the westerly right-of-way line 272.27 feet to the True Point of Beginning of the line herein described; thence North 76°34'18" West 657.50 feet; thence South 0°12'17" West, 193.15 feet; thence North 87°02'52" West, 381.34 feet; thence North 75°41'33" West to the west line of said Tidelands and the terminus of the line herein described.

Also, together with that portion of the southeast quarter of the southwest quarter and of Government Lot 4 and of vacated Heberlein Road, according to Volume 44 of Commissioner's records, page 44 and of a portion of Lot 4, Edmonds Tide Lands, according to the map on file in Olympia, Washington entitled "Plat of Tide Lands of the First Class at the Town of Edmonds", all in Section 35, Township 27 North, Range 3 East, Willamette Meridian, in Snohomish County, said parcel hereinafter referred to as the "East Parcel" and is more particularly described as follows:

Commencing at the south quarter corner of said Section 35; thence North 01°11'56" East along the North-South Centerline of said Section, a distance of 991.97 feet (60 rods by deed); thence North 88°33'35" West, a distance of 943.19 feet to the Point of Beginning of this parcel description; thence South 01°11'56" West a distance of 455.24 feet; thence South 88°33'35" East a distance of 422.92 feet; thence South 01°11'56" West a distance of 20.00 feet; thence South 88°33'35" East a distance of 490.27 feet to the west margin of 116<sup>th</sup> Avenue Southwest; thence South 01°11'56" West along said margin a distance of 34.70 feet; thence North 88°33'35" West a distance of 616.67 feet; thence North 01°11'56" East a distance of 34.70 feet; thence North 88°33'35" West a distance of 453.60 feet; thence South 01°11'56" West a distance of 259.23 feet; thence North 88°33'35" West a distance of 153.56 feet, more or less, to the easterly right-of-way line of the Seattle and Montana Railway Company, now known as the Burlington Northern Santa Fe Railway; thence along said easterly right-of-way line, the following courses and distances: North 05°29'24" West a distance of 153.31 feet; thence North 01°36'06" West a distance of 65.00 feet to the beginning of a 1382.70 foot radius tangent curve to the right; thence northerly along the arc of said curve through a central angle of 21°46'17" an arc distance of 525.40 feet; thence North 88°33'35" West a distance of 1.50 feet; thence North 24°02'46" East a distance of 265.00 feet; thence South 31°23'24" East a distance of 291.15 feet to the Point of Beginning.

## Page 7

# **Exhibit C**

## **To First Amended Petition**



**FEE PARCEL**

Being that portion of the "West Parcel" (defined below) described as follows and depicted on Schedule C-1 attached hereto:

Commencing at the South Quarter Corner of said Section 35; thence along the south line of said section, North 88°33'35" West 1306.22 feet to the westerly right-of-way line of the Burlington Northern Santa Fe Railway and the True Point of Beginning; thence along said westerly right-of-way line, North 05°29'24" West 221.33 feet; thence North 88°33'35" West 64.24 feet; thence South 83°44'46" West 150.85 feet; thence South 55°49'32" West 62.29 feet; thence South 40°13'07" East 218.50 feet to said south line; thence along said south line, South 88°33'35" East 145.84 feet to the True Point of Beginning.

**West Parcel**

Those portions of the Southeast Quarter of the Southwest Quarter, and of Government Lots 3 and 4, all in Section 35, Township 27 North, Range 3 East, Willamette Meridian, all lying west of the Burlington Northern and Santa Fe Railroad Right-of-Way and hereinafter referred to as the "West Parcel;"

Together with Second Class Tidelands, as conveyed by the State of Washington, adjoining and abutting thereon;

Excepting from all of the above lands and tidelands, those portions lying northerly of a line described as follows:

Commencing at a point on the westerly right-of-way of the Burlington Northern and Santa Fe Railroad distant 1708.2 feet north of the south boundary of said Section 35 as produced from the southeast corner of said section through the south quarter corner on the south line of said section; thence South 22°54'45" West along the westerly right-of-way line 272.27 feet to the True Point of Beginning of the line herein described; thence North 76°34'18" West 657.50 feet; thence South 0°12'17" West, 193.15 feet; thence North 87°02'52" West, 381.34 feet; thence North 75°41'33" West to the west line of said Tidelands and the terminus of the line herein described.

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**SCHEDULE C-1**



# **Exhibit D**

## **To First Amended Petition**

Permanent Outfall Easement, as depicted on the attached Exhibit D-1

A 19.90 foot wide strip of land, the southwesterly line of which is described as follows:

Commencing at the South Quarter Corner of said Section 35; thence along the south line of said section, North 88°33'35" West 1306.22 feet to the westerly right-of-way line of the Burlington Northern Santa Fe Railway; thence along said westerly right-of-way line, North 05°29'24" West 221.33 feet; thence North 88°33'35" West 64.24 feet; thence South 83°44'46" West 150.85 feet; thence South 55°49'32" West 33.54 feet to the True Point of Beginning, said point hereinafter referred to as Point "C"; thence North 52°00'34" West 457.89 feet; thence North 68°09'48" West 287.17 feet; thence South 80°57'38" West 58.55 feet to the southwesterly line of the Second Class Tidelands and the terminus of said strip of land;

Said strip of land shall be lengthened or shortened southerly so as to terminate in a line that bears South 55°49'32" West from the True Point of Beginning and westerly so as to terminate in said southwesterly line of the Second Class Tidelands;

Together With a 6.00 foot wide strip of land, the southwesterly line of which is described as follows:

Beginning at said Point "C"; thence North 52°00'34" West 457.89 feet; thence North 37°59'26" East 19.90 feet to the True Point of Beginning; thence North 52°00'34" West 2.82 feet; thence North 68°09'48" West 8.82 feet to the terminus of said strip.

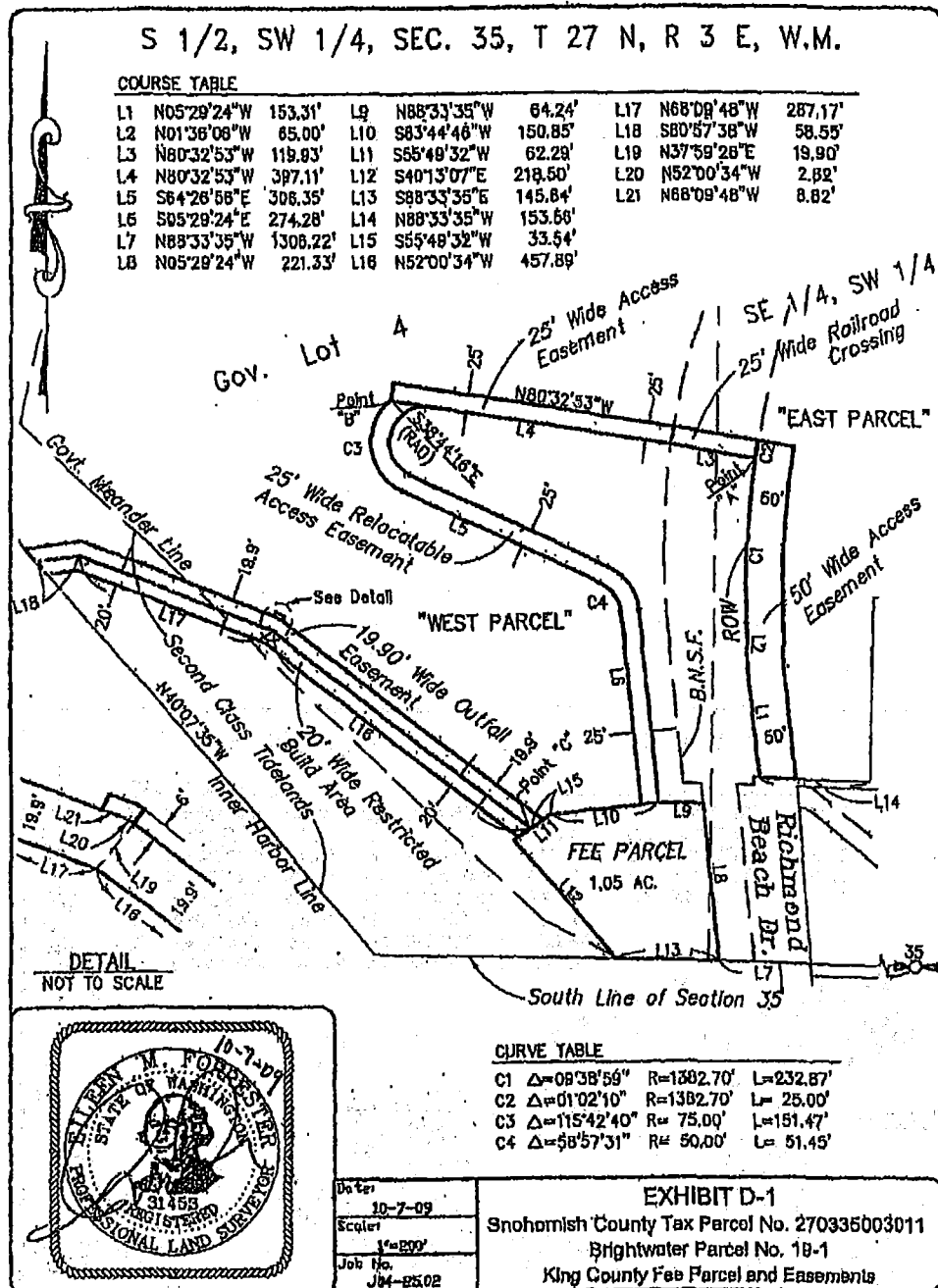
Permanent Restricted Build Area, as depicted on the attached Exhibit D-1

A 20.00 foot wide strip of land, the northeasterly line of which is described as follows:

Beginning at the hereinabove described Point "C"; thence North 52°00'34" West 457.89 feet; thence North 68°09'48" West 287.17 feet; thence South 80°57'38" West 58.55 feet to the southwesterly line of the Second Class Tidelands and the terminus of said strip of land.

Said strip of land shall be lengthened or shortened southerly so as to terminate in a line that bears South 55°49'32" West and passes through the Point of Beginning and westerly so as to terminate in said southwesterly line of the Second Class Tidelands.

**SCHEDULE D-1**



# **Exhibit E**

## **To First Amended Petition**



### PERMANENT RAILROAD CROSSING

The non-exclusive 25-foot wide permanent easement for pedestrian and vehicular access and installation of utility lines over an existing railroad right of way using an existing overhead bridge, the location of which is legally described below and depicted on Schedule E-1 attached hereto. The easement, will be used by King County, its agents, employees, contractors, subcontractors, invitees, and their respective successors and assigns to provide for pedestrian and vehicular access and installation of utility lines utilizing the existing overhead trestle bridge to cross over the existing railroad right of way currently owned by Burlington Northern Santa Fe Railway as it may be relocated by the owner and Burlington Northern Santa Fe Railway from time to time. King County's rights to use this trestle are non-exclusive and co-extensive with those rights granted the current owner's predecessor in interest pursuant to those certain agreements dated May 3, 1923 and September 24, 1965 with the Great Northern Railway Company and assigned to Paramount of Washington, Inc. under document recorded in the official records of Snohomish County Washington under Recording No. 200503150686 and further assigned by purported operation of law to Paramount of Washington, LLC, a Delaware limited liability company ("Paramount") and any other operating agreements between Burlington Northern Santa Fe Railway and Paramount of Washington, LLC or any of their respective predecessors-in-interest or successors-in-interest, (collectively the "Trestle Agreements") and in the event the trestle bridge is relocated, King County's easement rights for pedestrian and vehicular access and installation of utility lines as described above shall be automatically extended to the trestle bridge as relocated, without further action and without payment of additional compensation. Further, without relieving Paramount or its successors of any obligation under the Trestle Agreements, King County shall have the right, but not the obligation to repair or replace the existing trestle bridge if Paramount or its successors fail to maintain the bridge in good order and in the condition necessary for King County's requirements.

#### Legal Description

A 25.00 foot wide strip of land, the southerly line of which is described as follows:

Commencing at the south quarter corner of said Section 35; thence North 01°11'56" East along the North-South Centerline of said Section, 991.97 feet (60 rods by deed); thence North 88°33'35" West 943.19 feet; thence South 01°11'56" West 455.24 feet; thence South 88°33'35" East 422.92 feet; thence South 01°11'56" West 20.00 feet; thence South 88°33'35" East 490.27 feet to the west margin of 116<sup>th</sup> Avenue Southwest; thence South 01°11'56" West along said margin 34.70 feet; thence North 88°33'35" West 616.67 feet; thence North 01°11'56" East 34.70 feet; thence North 88°33'35" West 453.60 feet; thence South 01°11'56" West 259.23 feet; thence North 88°33'35" West 153.56 feet, more or less, to the easterly right-of-way line of the Seattle and Montana Railway Company, now known as the Burlington Northern Santa Fe Railway; thence along said easterly right-of-way line through the following courses:  
North 05°29'24" West 153.31 feet; thence North 01°36'06" West 65.00 feet to the beginning of a tangent curve to the right having a radius of 1382.70 feet; thence northerly along said curve

232.87 feet through a central angle of  $09^{\circ}38'59''$  to the True Point of Beginning, said point hereinafter referred to as Point "A"; thence North  $80^{\circ}32'53''$  West 119.93 feet to the westerly right-of-way line of the Burlington Northern Santa Fe Railway and the terminus of said strip of land.

Said strip of land shall be lengthened or shortened westerly so as to terminate in said westerly right-of-way line of the Burlington Northern Santa Fe Railway and easterly so as to terminate in said easterly right-of-way line of the Burlington Northern Santa Fe Railway (the "Railway").

The property owner shall have the right to relocate the trestle bridge, at its sole cost and expense, so long as each of the following conditions is satisfied prior to any relocation of the trestle bridge or demolition of the existing trestle bridge:

(a) The property owner obtains an amendment to the Trestle Agreement or another agreement with the Railway setting forth the agreement of the Railway to the relocation of the trestle bridge and consenting to King County's non-exclusive and co-extensive use rights;

(b) The property owner obtains for the benefit of King County, any amendments to existing easements or new easements in recordable form (including preparation of a revised legal description) and otherwise in form and substance satisfactory to King county (including an agreement to cause the construction or extension of road and other improvements) as may be reasonably necessary for King County, its agents, employees, contractors, subcontractors, invitees and their respective successors and assigns (collectively, "King County Parties") to have continuing comparable pedestrian, vehicular and utility access to the remainder of its fee and easement parcels acquired concurrently herewith, which amendments or new easements shall be obtained and any new roadway and other improvements installed prior to any relocation of the trestle bridge so that there are no strips, gaps or gores between any one or more access easements which King County utilizes to access its fee and easement parcels and a public street and no material interruption with, or disruption of, the right of King County and the King County Parties to continuous and uninterrupted pedestrian, vehicular and utility access utilizing the trestle bridge;

(c) Any relocation of the trestle bridge permanent access easement shall provide reasonably comparable access to King County's fee and easement parcels as that provided by the existing trestle bridge;

(d) The property owner obtains all permits required to relocate the trestle bridge and related road and other easements and construct any necessary road and other improvements;

(e) Any relocated trestle bridge and related road and other easement improvements shall comply with all applicable laws, rules and regulations; and

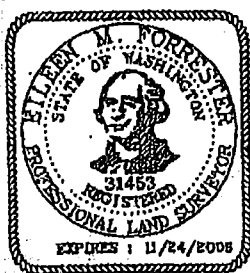
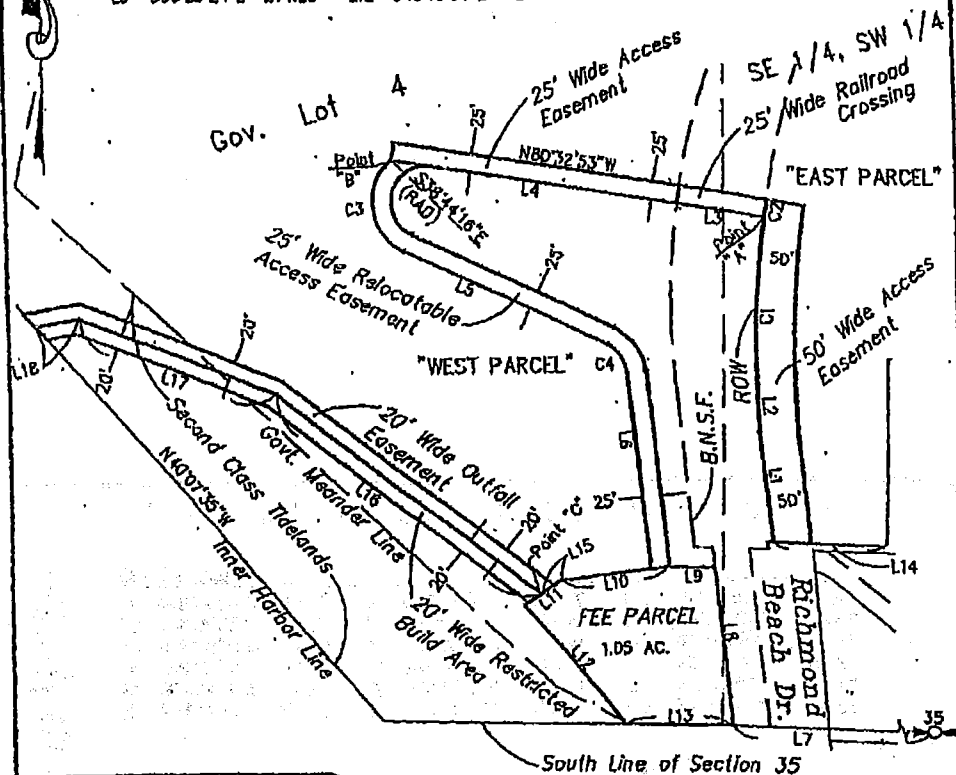
(f) There shall be no demolition of the existing trestle bridge or termination of any easement with respect thereto unless all of the conditions set forth above have been satisfied with respect to the relocated trestle bridge and ancillary and necessary easements.

**SCHEDULE E-1**

S 1/2, SW 1/4, SEC. 35, T 27' N, R 3 E, W.M.

COURSE TABLE

L1	N05°29'24"W	153.31'	L7	N88°33'35"W	1308.22'	L13	S88°33'35"E	145.84'
L2	N01°36'06"W	65.00'	L8	N05°29'24"W	221.33'	L14	N88°33'35"W	153.56'
L3	N80°32'53"W	119.93'	L9	N88°33'35"W	64.24'	L15	S55°49'32"W	33.54'
L4	N80°32'53"W	397.11'	L10	S83°44'48"W	150.85'	L16	N52°00'34"W	457.89'
L5	S64°26'56"E	308.35'	L11	S55°49'32"W	62.29'	L17	N68°09'48"W	287.17'
L6	S05°29'24"E	274.28'	L12	S40°13'07"E	218.50'	L18	S80°57'38"W	58.55'



CURVE TABLE

C1	Δ=09°38'59"	R=1382.70'	L=232.87'
C2	Δ=01°02'10"	R=1382.70'	L=25.00'
C3	Δ=115°42'40"	R=75.00'	L=151.47'
C4	Δ=58°57'31"	R=50.00'	L=51.45'

Date: 12-12-05  
 Scale: 1"=200'  
 Job No. J04-E3.02

Snohomish County Tax Parcel No. 270335003011  
 Brightwater Parcel No. 1B-1  
 King County Fee Parcel and Easements

# **Exhibit F**

## **To First Amended Petition**

### "CORE" TEMPORARY EASEMENT

The "core" temporary easement area, is legally described below and depicted on Schedule F-1 attached hereto, will be used by King County and its agents, employees, contractors, subcontractors and invitees for the construction of Brightwater Wastewater Treatment conveyance facilities, including, but not limited to, mobilization, site preparation and grading, portal excavation and construction, assembly and launch of the tunnel boring machine (TBM), support of the TBM during tunnel excavation, which includes lighting, ventilation, removal of excavated material, storage of pipeline segments, and equipment maintenance, storage of equipment and construction materials, stockpiling materials, storm water handling facilities, loading and unloading of trucks and/or railcars, conveyors, trailers, utilities, tunnel excavation, tunnel lining, facility structures construction, outfall construction, environmental mitigation/monitoring, roadwork, trestle bridge repair (to the extent necessary to utilize the existing trestle bridge for pedestrian, vehicular and utility access), landscaping, and final site cleanup, together with the right for access by pedestrians, vehicles and equipment and utility services from Richmond Beach Road to the core temporary easement area utilizing the other access easements described elsewhere in this petition.

#### Legal Description of the "Core" Easement Area

Those portions of the Southeast Quarter of the Southwest Quarter, and of Government Lots 3 and 4, all in Section 35, Township 27 North, Range 3 East, Willamette Meridian, all lying west of the Burlington Northern and Santa Fe Railroad Right-of-Way and hereinafter referred to as the "West Parcel,"

Together with Second Class Tidelands, as conveyed by the State of Washington, adjoining and abutting thereon;

Excepting from all of the above lands and tidelands, those portions lying northerly of a line described as follows:

Commencing at a point on the westerly right-of-way of the Burlington Northern and Santa Fe Railroad distant 1708.2 feet north of the south boundary of said Section 35 as produced from the southeast corner of said section through the south quarter corner on the south line of said section; thence South 22°54'45" West along the westerly right-of-way line 272.27 feet to the True Point of Beginning of the line herein described; thence North 76°34'18" West 657.50 feet; thence South 0°12'17" West, 193.15 feet; thence North 87°02'52" West, 381.34 feet; thence North 75°41'33" West to the west line of said Tidelands and the terminus of the line herein described.

Being that portion of the hereinabove described "West Parcel" described as follows:

Commencing at the South Quarter Corner of said Section 35; thence along the south line of said section, North 88°33'35" West 1306.22 feet to the westerly right-of-way line of the Burlington Northern Santa Fe Railway; thence along said westerly right-of-way line, North 05°29'24" West 221.33 feet to the True Point of Beginning; thence continuing North 88°33'35" West 64.24 feet;

thence South 83°44'46" West 150.85 feet; thence South 55°49'32" West 62.29 feet; thence South 40°13'07" East 218.50 feet to said south line of Section 35; thence along said south line and the westerly prolongation thereof, North 88°33'35" West 335.71 feet to the westerly line of the Second Class Tidelands; thence along said westerly line, North 40°07'35" West 882.48 feet; thence South 88°33'35" East 451.30 feet to a point hereinafter referred to as Point "A"; thence North 01°11'25" East 102.98 feet; thence EAST 93.26 feet; thence North 00°21'29" West 68.57 feet; thence South 80°32'53" East 331.29 feet to a point hereinafter referred to as Point "B"; thence continuing South 80°32'53" East 123.25 feet to a point hereinafter referred to as Point "C", said point being on said westerly right-of-way line, said point also on a non-tangent curve to the left having a radius of 1004.93 feet, a radial line of said curve from said point bears South 78°33'59" East; thence along said westerly right-of-way line through the following courses: along said curve southerly 296.83 feet through a central angle of 16°55'25"; thence tangent from said curve, South 05°29'24" East 229.29 feet; thence South 88°33'35" East 25.18 feet; thence South 05°29'24" East 27.99 feet to the True Point of Beginning.

The property owner shall have ongoing access to the "core" temporary easement area to the extent necessary for future remediation activities by or on behalf of the property owner associated with soil and groundwater contamination if, in King County's sole determination, said remediation activities do not interfere with King County's construction activities. Owner may conduct groundwater and soil remediation activities consistent with King County's use of the property with King County's written consent. Owner shall submit detailed remediation plans to King County for its review prior to Owner's undertaking such remediation activities.

The foregoing easement rights will be in force and effect from July 2006 to completion of project construction and restoration in approximately November 2010 provided that King County may extend the term of the "core" temporary easement area for a period not to exceed three years (with compensation for that extra time at a previously calculated annual amount).

In addition, there are a number of property owner improvements within the "core" area. King County's activities will effect the owner improvements in the following ways:

- (a) The electrical service/switch gear serving the current owner, located near east line, will be preserved during King County's use. The owner's access to the switch will not be affected.
- (b) The existing frame building in northeast corner (south of access trestle) will be preserved during King County's use.
- (c) The groundwater pump & treatment system, including the extraction wells that are located near seawall at the northwest corner, will be preserved in their current location. In addition, the owner will have access to that system during construction.
- (d) The fire water loop from the northeast corner just south of trestle access bridge to northwest corner near seawall will be relocated during construction and will remain relocated after construction is completed. The current owner will continue to have access to the relocated fire loop during construction.

(e) The outfall#3 Woodway storm drain located north of and parallel with the north line of the fee parcel and west and generally parallel with the west line of the Burlington Northern Santa Fe Railway right of way will be preserved during construction. The property owner will have continued access to this storm drain during King County's use.

(f) The storm drain pumping system, currently serving this area, consisting of two pumps and associated sumps and discharge piping, located near the seawall at the Northwest corner, will be preserved and maintained during construction. The property owner will not have access during construction.

(g) The storm drain collection system currently serving this area, consisting of several catch basins, inlets and small diameter drainage pipes which currently convey stormwater from the site to the storm drain pumping system will be relocated or removed as necessary to accommodate King County's construction. The property owner will not have access to this storm drainage system during construction. Further, any changes made by King County will remain after the temporary construction period. The County will ensure, however, that the storm drain collection system functions after construction as well as it did before the construction.

(h) The two existing storm drainage catchbasins connected to the Storm Drain Pump System serving the parking area North of the Trestle Access Bridge (built in 1965) and located south of the trestle will be modified during King County's temporary use. These modifications will be removed and this storm drainage system restored after construction. The modifications will not inhibit the storm drainage system's functioning during construction.

(i) Some operating utilities within the "core" temporary construction work space will be relocated, some may be preserved and maintained. All utilities will continue to operate during King County's construction.

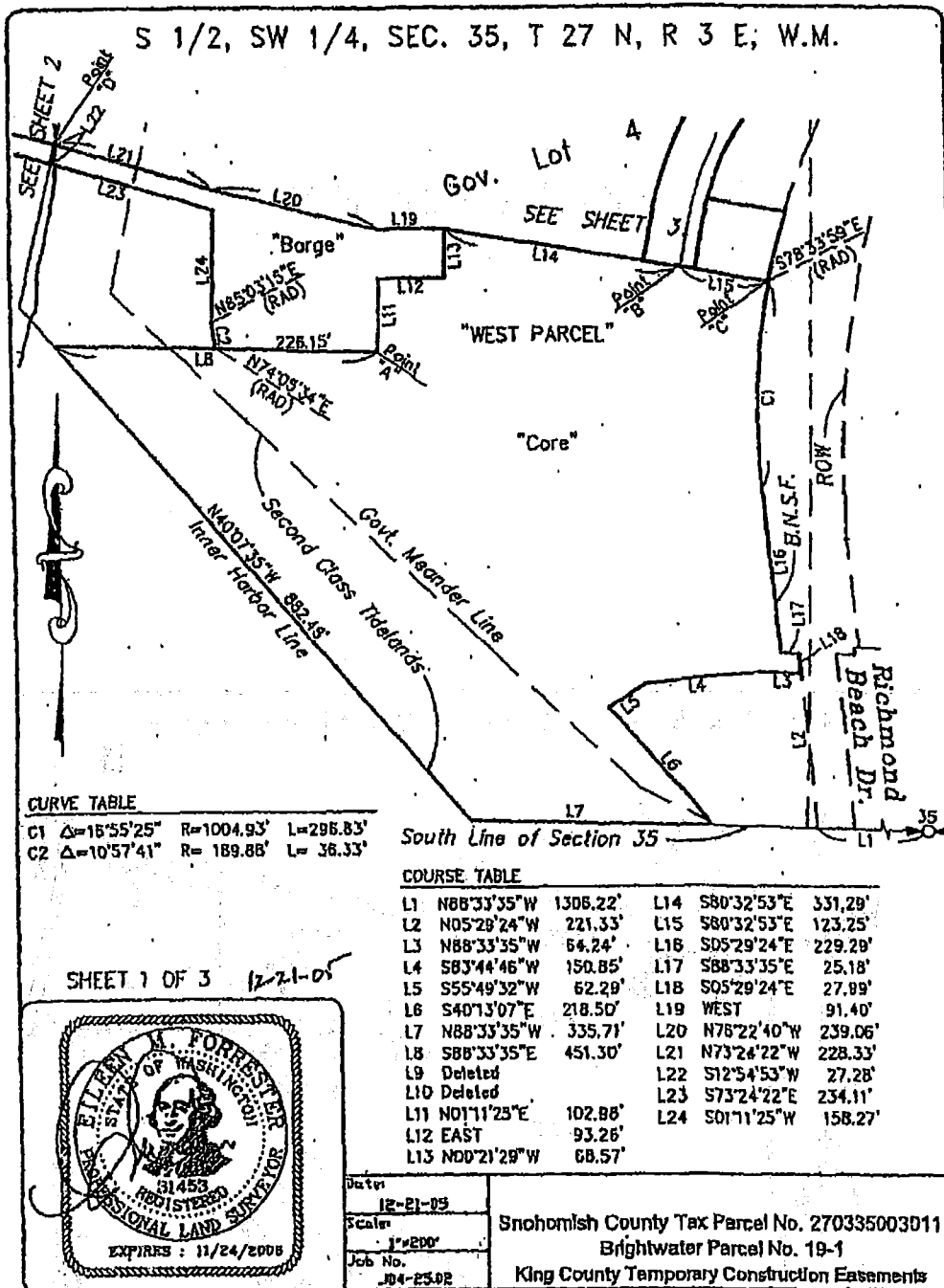
(j) The owner-owned extraction and monitoring wells will be preserved to the extent possible. Some of these wells may need to be relocated permanently, but King County will ensure they function in the same manner as they did before relocation. Access to these extraction and monitoring wells will be preserved throughout construction.

After King County has completed its use of the "core" area it will regrade and restore the surface of the property as nearly as practicable to the condition that existed prior to commencement of King County's work within the temporary construction easement area.

K43110000048787\_02202



**SCHEDULE F-1**



# **Exhibit G**

## **To First Amended Petition**

## TEMPORARY BARGE AND DOCK EASEMENT

### 1. The Barge Parcel

The "Barge" temporary construction easement will grant King County and its agents, employees, contractors, subcontractors and invitees the right to use the "Barge" temporary easement area legally described below and depicted on Schedule G-1 and G-2 as attached hereto, including the right to moor barges to the dock for the installation, use, operation, maintenance, repair and replacement of the conveyor machine which will transport dirt and spoils from the excavation of the portal and outfall pipelines to the dock. From the dock the dirt and spoils will be removed from the site by barge. This "Barge" area also allows King County and its agents, employees, contractors, subcontractors, and invitees the right of ingress and egress to the dock area and for any maintenance of the conveyor machinery and associated equipment and appurtenances. This temporary construction easement is exclusive during King County's use of the area.

### Legal Description of the "Barge" Parcel

#### West Parcel

Those portions of the Southeast Quarter of the Southwest Quarter, and of Government Lots 3 and 4, all in Section 35, Township 27 North, Range 3 East, Willamette Meridian, all lying west of the Burlington Northern and Santa Fe Railroad Right-of-Way and hereinafter referred to as the "West Parcel;"

Together with Second Class Tidelands, as conveyed by the State of Washington, adjoining and abutting thereon;

Excepting from all of the above lands and tidelands, those portions lying northerly of a line described as follows:

Commencing at a point on the westerly right-of-way of the Burlington Northern and Santa Fe Railroad distant 1708.2 feet north of the south boundary of said Section 35 as produced from the southeast corner of said section through the south quarter corner on the south line of said section; thence South 22°54'45" West along the westerly right-of-way line 272.27 feet to the True Point of Beginning of the line herein described; thence North 76°34'18" West 657.50 feet; thence South 0°12'17" West, 193.15 feet; thence North 87°02'52" West, 381.34 feet; thence North 75°41'33" West to the west line of said Tidelands and the terminus of the line herein described.

Being that portion of the hereinabove described "West Parcel" described as follows:

Commencing at the South Quarter Corner of said Section 35; thence along the south line of said section, North 88°33'35" West 1306.22 feet to the westerly right-of-way line of the Burlington Northern Santa Fe Railway; thence along said westerly right-of-way line, North 05°29'24" West 221.33 feet; thence North 88°33'35" West 64.24 feet; thence South 83°44'46" West 150.85 feet;

thence South 55°49'32" West 62.29 feet; thence South 40°13'07" East 218.50 feet to said south line of Section 35; thence along said south line and the westerly prolongation thereof, North 88°33'35" West 335.71 feet to the westerly line of the Second Class Tidelands; thence along said westerly line, North 40°07'35" West 882.48 feet; thence South 88°33'35" East 451.30 feet to the True Point of Beginning, said point hereinafter referred to as Point "A"; thence North 01°11'25" East 102.98 feet; thence EAST 93.26 feet; thence North 00°21'29" West 68.57 feet; thence WEST 91.40 feet; thence North 76°22'40" West 239.06 feet; thence North 73°24'22" West 228.33 feet to a point on the westerly line of the Second Class Tidelands, said point hereinafter referred to as Point "D"; thence along said westerly line, South 12°54'53" West 27.28 feet; thence South 73°24'22" East 234.11 feet; thence South 01°11'25" West 158.27 feet to a point on a non-tangent curve to the left having a radius of 189.89 feet, a radial line of said curve from said point bears North 85°03'15" East; thence along said curve southerly 36.33 feet through a central angle of 10°57'41" to a line that bears North 88°33'35" West from the Point of Beginning; thence South 88°33'35" East 226.15 feet to the True Point of Beginning.

## 2. The "DNR Parcel"

In addition, to the "Barge" area, King County and its agents, employees, contractors, subcontractors and invitees shall have a temporary non exclusive easement over the southerly 551.21' feet of the owner's dock, as depicted on Schedule G-2, known as the "DNR parcel." (which is leased by the owner from the State of Washington Department of Natural Resources, as the same may be renewed, modified, extended or renegotiated from time to time) for the purpose of the periodic transport of dirt and spoils from the excavation of the outfall pipeline portal and other construction activities associated with the Brightwater Wastewater Treatment facility via barges which shall have the right to moor at the dock during such load/unloading activities. There will be no more than 2 barges per week and the arrival and departure of each barge from the dock will be coordinated with the owner of the property. The temporary dock easement includes the right by King County to make improvements to the dock, the pier and pilings as required in order for the dock to meet structural requirements caused by such use. These improvements will remain after the County's temporary use. This easement is not exclusive and will be shared with the owner. The property owner shall not voluntarily terminate the DNR parcel lease, or amend, modify or renegotiate the terms of the DNR parcel lease if any such amendment, modification or renegotiation would adversely affect King County's rights under the barge and dock easements described herein so long as the temporary barge and dock easements remain in full force and effect.

### Legal Description of "DNR" Parcel

Being that portion of the Beds of Puget Sound described as follows:

Beginning at the hereinabove described Point "D"; thence North 73°24'22" West 88.07 feet; thence North 16°41'54" East 261.76 feet; thence North 73°24'22" West 104.65 feet to the westerly line of the Department of Natural Resources Agreement No. 20-013465; thence along said westerly line and along the southerly line of said agreement, South 17°02'25" West 551.21 feet and South 72°57'35" East 107.94 feet; thence North 16°41'54" East 263.05 feet; thence

South 73°24'22" East 89.84 feet to the westerly line of the Second Class Tidelands; thence North 12°58'25" East 27.28 feet to the Point of Beginning.

Use of the Barge temporary easement and "DNR Parcel" are necessary from issuance of the Notice to Proceed until completion of staging area use in approximately October 2010 provided that King County may extend the term of such temporary easements for a period not to exceed three years (with compensation established by a previously calculated annual amount).

Within the Barge temporary easement area and the "DNR Parcel" area there are a number of property improvements. These improvements will be affected as follows:

(a) The groundwater pump & treat system including extraction wells, located near the seawall at Northwest corner will be preserved during construction. The property owner will have continued access to this system during construction.

(b) The current property owner will continue to have access and use of the south dock, except for two 30-day windows when King County's conveyor located on the dock will be installed and removed. In addition, the south dock's surface may be modified during King County's temporary use to accommodate King County's equipment, but any modifications will be removed and the dock restored to the substantially its original condition upon termination of such temporary easements.

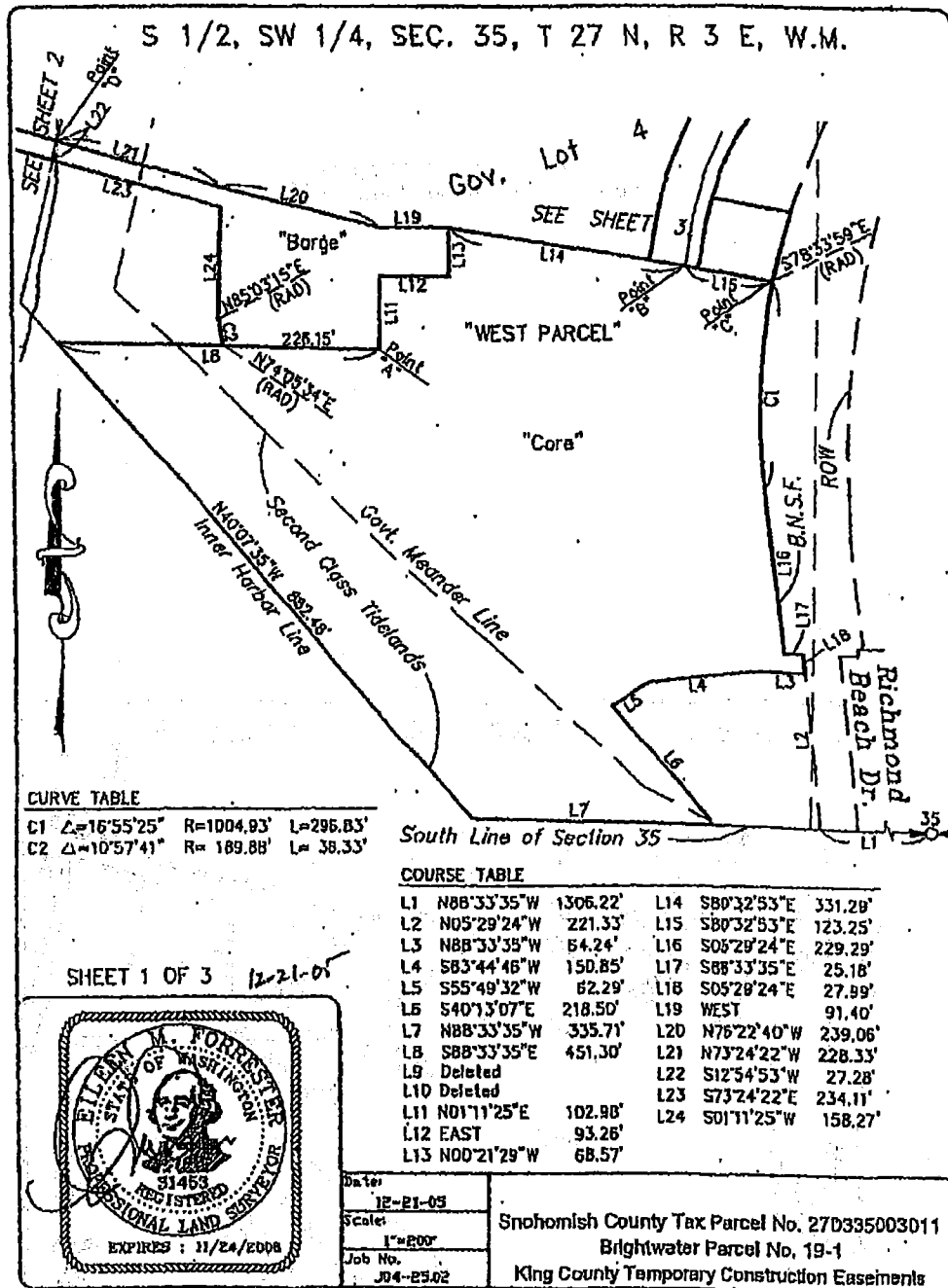
(c) The shed on the south side of the dock may be removed during King County's temporary use.

(d) The existing dock fire water system will be preserved during the term of the temporary easement period. It will not be moved and the property owner will have access to it at all times.

(e) The current property owner will have continued access to the seawall for boom deployment. This boom deployment equipment may be relocated during construction, but only to ensure the owner's continued access.

KW317000048P8F\_02210

**SCHEDULE G-1**





**SCHEDULE G-2**

S 1/2, SW 1/4, SEC. 35, T 27 N, R 3 E, W.M.

## COURSE TABLE

L21	N73°24'22"W	228.33'
L22	S12°34'53"W	27.28'
L23	S73°24'22"E	234.11'
L24	S01°11'25"W	158.27'
L25	N73°24'22"W	88.07'
L26	N16°41'54"E	261.76'
L27	N73°24'22"W	104.65'
L28	S72°57'35"E	107.94'
L29	N16°41'54"E	263.05'
L30	S73°24'22"E	89.64'

Line of Extreme Low Tide as  
Shown on Record of Survey by  
Reid Middleton filed under Instr.  
No. 9807135003, Snohomish  
County Records.

SHEET 2 OF 3

11-8-05



Date  
11-08-05  
Scale  
1"=200'  
Job No.  
J04-2502

Snohomish County Tax Parcel No. 270335003011  
Brightwater Parcel No. 19-1  
King County Temporary Construction Easements

# **Exhibit H**

## **To First Amended Petition**

### PERMANENT ACCESS EASEMENTS

A 50-foot wide and two 25-foot wide permanent non-exclusive access easements in, over, across and through the property legally described below as Strip 1, Strip 2 and Strip 3 and depicted on Schedule H-1 attached hereto for the purpose of providing King County and its agents, employees, contractors, subcontractors, invitees and their successors and assigns rights of ingress and egress for personnel, vehicles and equipment from Richmond Beach Drive North, and the permanent railroad crossing easement described in paragraph 8(c) to the Petition to the real property labeled "fee parcel" on Schedule H-1 for any purpose relating to construction, use, operation, maintenance, repair, replacement or improvement of improvements now or hereafter constructed on the area that King County is taking in fee labeled "fee parcel" for use in the Project. These permanent access easements are non-exclusive. Provided, however, that if Paramount or its successors or assigns shall alter the location of the existing trestle bridge ("new bridge") in accordance with the terms and conditions of the permanent railroad crossing easement as provided in paragraph 9(c) of the Petition and as more particularly described in Exhibit E thereto, the permanent easements described in this exhibit shall be automatically amended and extended by the then property owner without cost or expense to King County, so that there are no strips, gaps, or gores between the relocated trestle easement and any other easement acquired by King County and which provides altered or extended easements to access the new bridge and to provide continuous and uninterrupted access of the same nature and quality as the permanent access easement described in this exhibit.

#### Strip 1 - Access Easement

##### East Parcel

That portion of the southeast quarter of the southwest quarter and of Government Lot 4 and of vacated Heberlein Road, according to Volume 44 of Commissioner's record, page 44 and of a portion of Lot 4, Edmonds Tide Lands, according to the map on file in Olympia, Washington entitled "Plat of Tide Land of the First Class at the Town of Edmonds", all in Section 35, Township 27 North, Range 3 East, Willamette Meridian, in Snohomish County, said parcel hereinafter referred to as the "East Parcel" and is more particularly described as follows:

Commencing at the south quarter of said Section 35, thence North  $01^{\circ}11'56''$  East along the North-South Centerline of said Section, a distance of 991.97 feet (60 rods by deed); thence North  $88^{\circ}33'35''$  West, a distance of 943.19 feet to the Point of Beginning of this parcel description; thence South  $01^{\circ}11'56''$  West a distance of 455.24 feet; thence South  $88^{\circ}33'35''$  East a distance of 422.92 feet; thence South  $01^{\circ}11'56''$  West a distance of 20.00 feet; thence South  $88^{\circ}33'35''$  East a distance of 490.27 feet to the west margin of 116<sup>th</sup> Avenue Southwest; thence South  $01^{\circ}11'56''$  West along said margin a distance of 34.70 feet; thence North  $88^{\circ}33'35''$  West a distance of 616.67 feet; thence North  $01^{\circ}11'56''$  East a distance of 34.70 feet; thence North  $88^{\circ}33'35''$  West a distance of 453.60 feet; then South  $01^{\circ}11'56''$  West a distance of 259.23 feet; thence North  $88^{\circ}33'35''$  West a distance of 153.56 feet, more or less, to the easterly right-of-way line of the Seattle and Montana Railway Company, now known as the Burlington Northern Santa Fe Railway; thence along said easterly right-of-way-line, the

following courses and distances: North 05°29'24" West a distance of 153.51 feet; thence North 01°36'06" West a distance of 65.00 feet to the beginning of a 1382.70 foot radius tangent curve to the right; thence northerly along the arc of said curve through a central angle of 21°46'17" an arc distance of 525.40 feet; thence North 88°33'35" West a distance of 1.50 feet; thence North 24°02'46" East a distance of 265.00 feet; thence South 31°23'24" East a distance of 291.15 feet to the Point of Beginning.

A 50.00 foot wide strip of land, the westerly line of which is described as follows:

Beginning at the westerly terminus of the certain course described in the "East Parcel" hereinabove as "North 88°33'35" West a distance of 153.56 feet"; thence along the hereinabove described easterly right-of-way line of the Burlington Northern Santa Fe Railway through the following courses: North 05°29'24" West 153.31 feet; thence North 01°36'06" West 65.00 feet to the beginning of a tangent curve to the right having a radius of 1382.70 feet; thence northerly along said curve 232.87 feet through a central angle of 09°38'59" to a point hereinafter referred to as Point "A"; thence continuing along said curve northerly 25.00 feet through a central angle of 01°02'10" to the terminus of said strip of land.

Said strip of land shall be lengthened or shortened northerly so as to terminate in a line that bears South 80°32'53" East and passes through said terminus and southerly so as to terminate in the southerly line of the hereinabove described "East Parcel".

#### Strip 2 - Access Easement

A 25.00 foot wide strip of land, the southerly line of which is described as follows:

Commencing at the hereinabove described Point "A"; thence North 80°32'53" West 119.93 feet to the westerly right-of-way line of the Burlington Northern Santa Fe Railway and the True Point of Beginning; thence continuing North 80°32'53" West 397.11 feet to a point hereinafter referred to as Point "B" and the terminus of said strip of land.

Said strip of land shall be lengthened or shortened easterly so as to terminate in said westerly right-of-way line of the Burlington Northern Santa Fe Railway.

#### Strip 3 - Relocatable Access Easement

A 25.00 foot wide strip of land, the westerly and southerly lines of which is described as follows:

Beginning at the hereinabove described Point "B", said point being the beginning of a non-tangent curve to the left and having a radius of 75.00 feet, a radial line of said curve from said point bears South 38°44'16" East; thence along said curve southerly and southeasterly 151.47 feet through a central angle of 115°42'40"; thence tangent from said curve, South 64°26'56" East 306.35 feet to the beginning of a tangent curve to the right having a radius of 50.00 feet; thence along said curve southerly 51.45 feet through a central angle of 58°57'31";

thence tangent from said curve, South 05°29'24" East 274.28 feet more or less terminating in a line described as follows:

Commencing at the South Quarter Corner of said Section 35; thence along the south line of said section, North 88°33'35" West 1306.22 feet to the westerly right-of-way line of the Burlington Northern Santa Fe Railway; thence along said westerly right-of-way line, North 05°29'24" West 221.33 feet; thence North 88°33'35" West 64.24 feet; thence South 83°44'46" West 150.85 feet; thence South 55°49'32" West 33.54 feet to a point hereinafter referred to as Point "C".

Said strip of land shall be lengthened or shortened northerly so as to terminate in a line that bears South 80°32'53" East and passes through the Point of Beginning.

In the event that the property owner elects to relocate the trestle bridge, then as provided in the permanent railroad crossing easement set forth on Exhibit "E," the property owner shall concurrently therewith, at its sole cost and expense, obtain any amendments to the easements set forth above or new easements (including construction or extension of road and other improvements) as may be reasonable necessary for King County and its agents, employees, contractors, subcontractors, invitees and their respective successors assigns (collectively, the "King County Parties") to have continuing comparable pedestrian, vehicular and utility access to the remainder of its fee and easement parcels acquired concurrently herewith, which amendments or new easements shall be obtained and any new roadway and/or other improvements installed prior to any relocation of the trestle bridge so that there is no interruption to the right of King County and the King County Parties to continuous and uninterrupted pedestrian, vehicular and utility access utilizing the trestle bridge.

The property owner shall have the right to relocate the 25 foot wide access easement hereinabove described as Strip 3, at its sole cost and expense so long as each of the following conditions is satisfied prior to any relocation of such access easement:

(a) Any relocation of the Strip 3 access easement shall provide reasonably comparable access to King County's fee and easement parcels as that provided by the then existing Strip 3 access easement;

(b) The property owner provides King County with a new easement in recordable form (including preparation of a revised legal description) and otherwise in form and substance reasonably satisfactory to King County and constructs a new roadway and other improvements as may be reasonably necessary for King County and the King County Parties to have continuing comparable pedestrian, vehicular and utility access to the remainder of its fee and easement parcels acquired under this Petition, which new easement shall be obtained and any new roadway and other improvements installed prior to any relocation of the Strip 3 access easement so that there are no strips, gaps or gores between any one or more access easements which King County utilizes to access its fee and easement parcels and a public street and no interference with, or disruption of the right of King County and the King County Parties to continuous and uninterrupted pedestrian, vehicular and utility access;

(c) The property owner obtains all permits required to relocate the Strip 3 access easement and related road and other easements and constructs any necessary road and other easement improvements;

(d) Any relocated Strip 3 access easement and related road and other easement improvements shall comply with all applicable laws, rules and regulations; and

(e) There shall be no termination of the Strip 3 access easement unless all of the conditions set forth above have been satisfied with respect to the relocated access easement and ancillary easement improvements.

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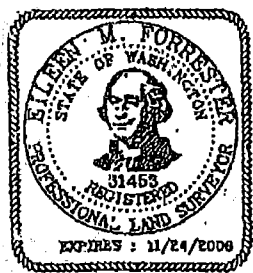
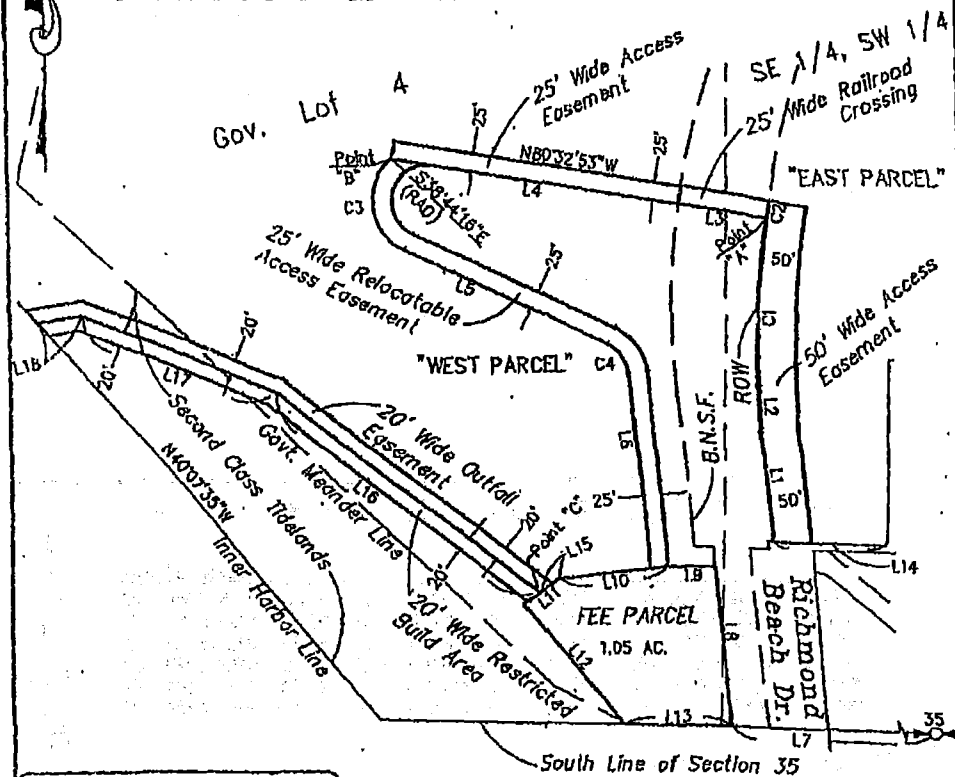
**SCHEDULE H-1**



S 1/2, SW 1/4, SEC. 35, T 27 N, R 3 E, W.M.

## COURSE TABLE

L1 N05°28'24"W 153.31'	L7 N88°33'35"W 1308.22'	L13 S88°33'35"E 145.84'
L2 N01°35'08"W 65.00'	L8 N05°29'24"W 221.33'	L14 N88°33'35"W 153.55'
L3 N80°32'53"W 118.93'	L9 N88°33'35"W 64.24'	L15 S55°49'32"W 33.54'
L4 N80°32'53"W 397.11'	L10 S83°44'46"W 150.85'	L16 N92°00'34"W 457.89'
L5 S54°26'56"E 308.35'	L11 S55°49'32"W 62.29'	L17 N68°09'48"W 287.17'
L6 S05°29'24"E 274.28'	L12 S40°13'07"E 218.50'	L18 S80°57'38"W 58.55'



## CURVE TABLE

C1 Δ=09°38'59" R=1382.70' L=232.87'
C2 Δ=01°02'10" R=1382.70' L= 25.00'
C3 Δ=115°42'40" R= 75.00' L=151.47'
C4 Δ=58°57'31" R= 50.00' L= 51.45'

Date  
12-12-05  
Scale  
1"=200'  
Job No.  
J04-25.02

Snohomish County Tax Parcel No. 270335003011  
Brightwater Parcel No. 18-1  
King County Fee Parcel and Easements

**Exhibit J**  
**To First Amended Petition**

### PERMANENT SURFACE DRAINAGE EASEMENT

The Surface Drainage Easement is a perpetual, permanent, non-exclusive easement on, over, across and through that portion of the real property legally described below and depicted on Schedule J-1 attached hereto, for use by King County, its agents, employees, contractors, subcontractors, invitees and their respective successors and assigns for the drainage, discharge and dispersal of surface and storm water into the waters of Puget Sound. The permitted use shall include, without limitation, all storm water and surface water drainage, discharge and dispersal resulting from the construction, use, operation, maintenance, repair, replacement, expansion or removal of improvements ("Stormwater Improvements") now or hereafter constructed on the area that King County is taking in fee labeled "Fee Parcel" on Schedule J-1 and Exhibit C together with all other storm water and surface water drainage from other property on to the Fee Parcel which now or hereafter drains onto, across and through the Fee Parcel. King County shall be solely responsible for the construction, installation, operation and maintenance of the Stormwater Improvements.

#### Legal Description

Those portions of the Southeast Quarter of the Southwest Quarter, and of Government Lots 3 and 4, all in Section 35, Township 27 North, Range 3 East, Willamette Meridian, all lying west of the Burlington Northern and Santa Fe Railroad Right-of-Way and hereinafter referred to as the "West Parcel";

Together with Second Class Tidelands, as conveyed by the State of Washington, adjoining and abutting thereon;

Excepting from all of the above lands and tidelands, those portions lying northerly of a line described as follows:

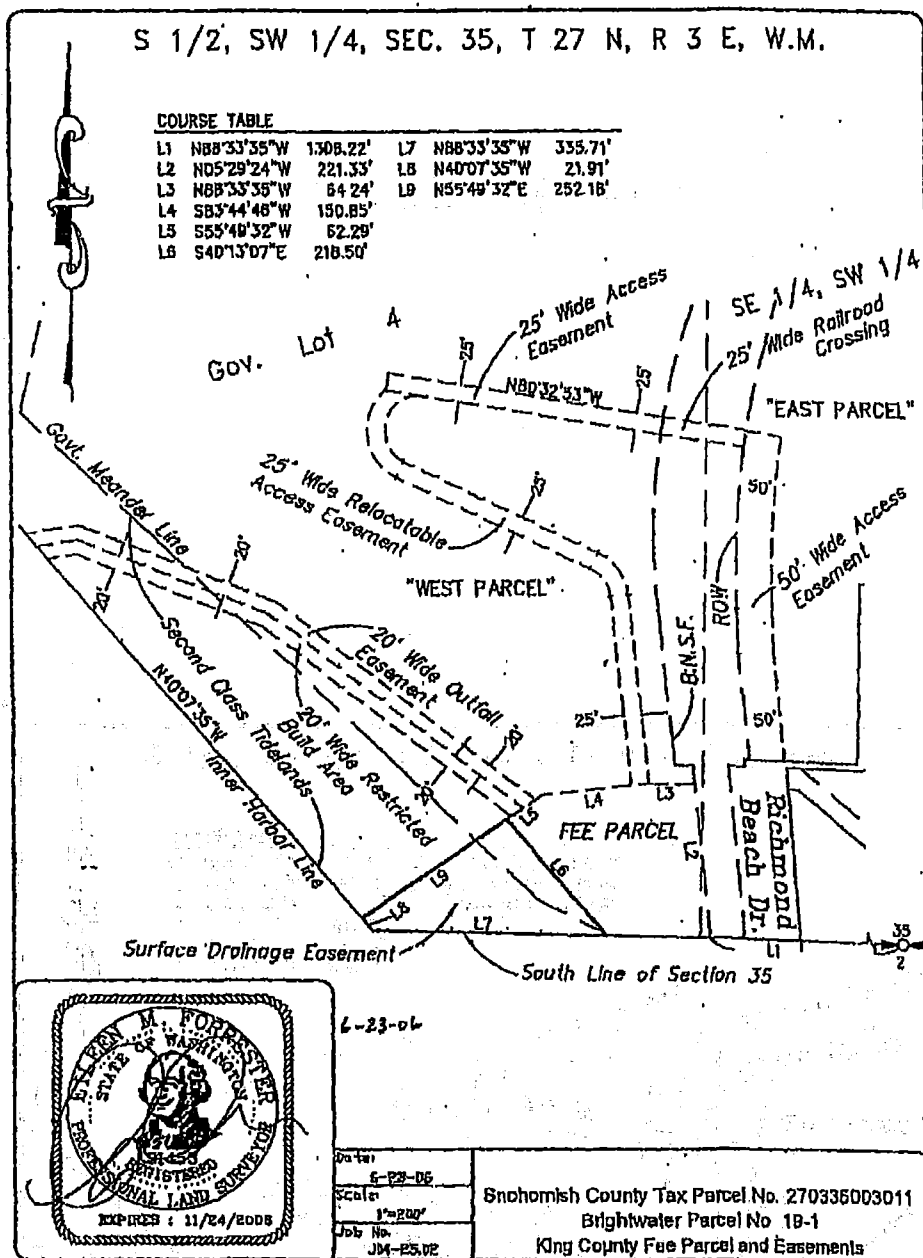
Commencing at a point on the westerly right-of-way of the Burlington Northern and Santa Fe Railroad distant 1708.2 feet north of the south boundary of said Section 35 as produced from the southeast corner of said section through the south quarter corner on the south line of said section; thence South 22°54'45" West along the westerly right-of-way line 272.27 feet to the True Point of Beginning of the line herein described; thence North 76°34'18" West 657.50 feet; thence South 0°12'17" West, 193.15 feet; thence North 87°02'52" West, 381.34 feet; thence North 75°41'33" West to the west line of said Tidelands and the terminus of the line herein described..

Being that portion of the hereinabove described "West Parcel" described as follows:

Commencing at the South Quarter Corner of said Section 35; thence along the south line of said section, North 88°33'35" West 1306.22 feet to the westerly right-of-way line of the Burlington Northern Santa Fe Railway; thence along said westerly right-of-way line, North 05°29'24" West 221.33 feet; thence North 88°33'35" West 64.24 feet; thence South 83°44'46" West 150.85 feet; thence South 55°49'32" West 62.29 feet and the True Point of Beginning; thence South 40°13'07" East 218.50 feet to said south line; thence along said south line and the westerly prolongation

thereof, North 88°33'35" West 335.71 feet to the intersection with the southwesterly line of the Second Class Tidelands; thence along said southwesterly line, North 40°07'35" West 21.91 feet to a line that bears South 55°49'32" West from the True Point of Beginning; thence North 55°49'32" East 252.18 feet to the True Point of Beginning.

**SCHEDULE J-1**



# **Exhibit K**

## **To First Amended Petition**

## TEMPORARY ADDITIONAL BARGE PARCEL AND DNR PARCEL EASEMENTS

### 1. The Temporary Additional Barge Parcel Easement

The Temporary Additional Barge Parcel Easement (the "Temporary Additional Barge Parcel Easement") will grant King County and its agents, employees, contractors, subcontractors and invitees the temporary right to use that portion of real property legally described below and depicted on Schedule K-1 attached hereto, to locate, install, operate, maintain and remove a temporary fixed or floating dock/spud barge together with a temporary fixed or floating means of access to the Barge Parcel as described in Exhibit G and the Core Temporary Easement as described in Exhibit F, all of which are contiguous, for the transportation and delivery, by barge or other vessel, of dirt, spoils and other construction materials to and from the Barge Parcel as described in Exhibit G, the Core Temporary Easement as described in Exhibit F, and the Fee Parcel as described in Exhibit C, all of which are contiguous. The Temporary Additional Barge Parcel Easement shall include the right to moor barges and other vessels to the temporary dock and the rights of ingress and egress to the temporary dock from the Barge Parcel as described in Exhibit G and the Core Temporary Easement as described in Exhibit F, all of which are contiguous, in connection with such transportation and delivery. This Temporary Additional Barge Parcel Easement shall be exclusive during the construction period described in paragraph 3 below.

### Legal Description of Temporary Additional Barge Parcel Easement

Those portions of the Southeast Quarter of the Southwest Quarter, and of Government Lots 3 and 4, all in Section 35, Township 27 North, Range 3 East, Willamette Meridian, all lying west of the Burlington Northern and Santa Fe Railroad Right-of-Way and hereinafter referred to as the "West Parcel";

Together with Second Class Tidelands, as conveyed by the State of Washington, adjoining and abutting thereon;

Excepting from all of the above lands and tidelands, those portions lying northerly of a line described as follows:

Commencing at a point on the westerly right-of-way of the Burlington Northern and Santa Fe Railroad distant 1708.2 feet north of the south boundary of said Section 35 as produced from the southeast corner of said section through the south quarter corner on the south line of said section; thence South 22°54'45" West along the westerly right-of-way line 272.27 feet to the True Point of Beginning of the line herein described; thence North 76°34'18" West 657.50 feet; thence South 0°12'17" West, 193.15 feet; thence North 87°02'52" West, 381.34 feet; thence North 75°41'33" West to the west line of said Tidelands and the terminus of the line herein described.

Being that portion of the hereinabove described "West Parcel" described as follows:

Commencing at the intersection of the westerly prolongation of the south line of Section 35 with the westerly line of the Second Class Tidelands; thence along said westerly line, North 40°07'35" West 882.48 feet to a point hereinafter referred to as Point "A"; thence South 88°33'35" East 451.30 feet;



thence North 01°11'25" East 102.98 feet; thence EAST 93.26 feet; thence North 00°21'29" West 68.57 feet; thence WEST 91.40 feet; thence North 76°22'40" East 239.06 feet; thence North 73°24'22" West 228.33 feet; thence South 12°54'53" West 27.28 feet to the True Point of Beginning, said point hereinafter referred to as Point "B"; thence South 73°24'22" East 234.11 feet; thence South 01°11'25" West 158.27 feet to a point on a non-tangent curve to the left having a radius of 189.88 feet, a radial line of said curve from said point bears North 85°03'15" East; thence along said curve southerly 36.33 feet through a central angle of 10°57'41" to a line that bears South 88°33'35" East from said Point "A"; thence North 88°33'35" West 225.15 feet to said Point "A"; thence along said westerly line of the Second Class Tidelands, North 40°07'35" West 74.73 feet and North 12°58'25" East 203.15 feet to the True Point of Beginning.

## 2. The Temporary Additional DNR Parcel Easement

The Temporary Additional DNR Parcel Easement (the "Temporary Additional DNR Parcel Easement") will grant King County and its agents, employees, contractors, subcontractors and invitees the non-exclusive, temporary right to use that portion of real property legally described below and depicted on Schedule K-1 attached hereto, to locate, install, operate, use, maintain, repair, replace and remove a temporary fixed or floating dock/spud barge and a temporary fixed or floating means of access to the Temporary Additional Barge Parcel Easement described above, the Barge Parcel as described in Exhibit G and the Core Temporary Easement as described in Exhibit F, all of which are contiguous, for the transportation and delivery, by barge or other vessel, of dirt, spoils and other construction materials to and from the Temporary Additional Barge Parcel Easement described above, Barge Parcel as described in Exhibit G, the Core Temporary Easement as described in Exhibit F, and the Fee Parcel as described in Exhibit C, all of which are contiguous. The Temporary Additional DNR Parcel Easement shall include the right to moor barges and other vessels to the temporary dock from time to time and the rights of ingress and egress to the temporary dock from the Temporary Additional Barge Parcel Easement described above, the Barge Parcel as described in Exhibit G and the Core Temporary Easement as described in Exhibit F, all of which are contiguous, in connection with such transportation and delivery. This Temporary Additional DNR Parcel Easement shall be used during the construction period described in paragraph 3 below.

### Legal Description of Additional DNR Parcel Easement

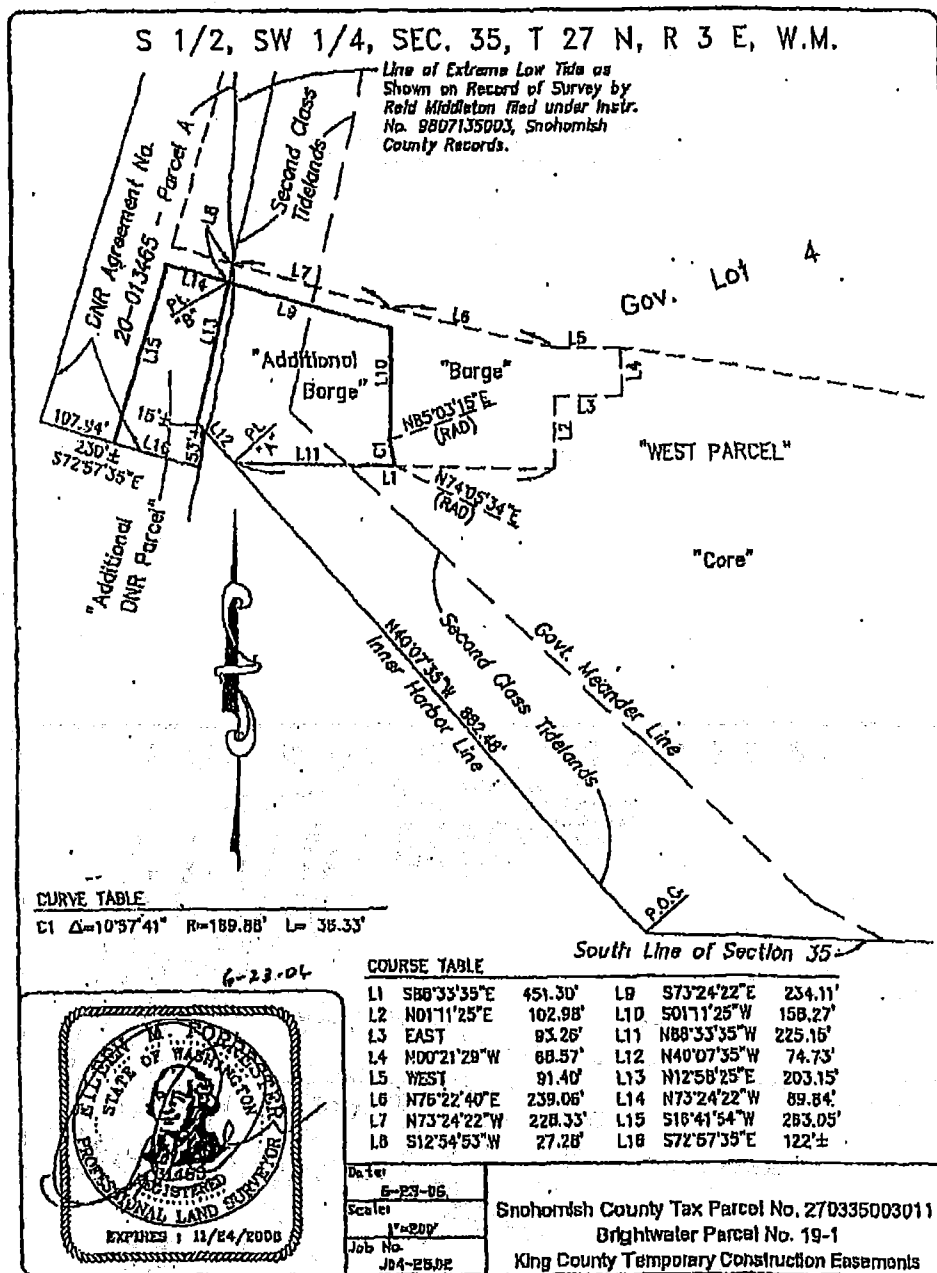
Being that portion of the Beds of Puget Sound described as follows:

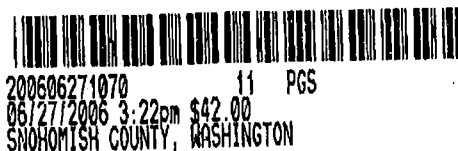
Beginning at the hereinabove described Point "B"; thence North 73°24'22" West 89.84 feet; thence South 16°41'54" West 263.05 feet to the southerly line of the Department of Natural Resources Agreement No. 20-013465; thence along said southerly line, South 72°57'35" East 122 feet, more or less to the line of Extreme Low Tide; thence along said line, Northerly 53 feet, more or less to the westerly line of the Second Class Tidelands; thence along said westerly line, North 40°07'35" West 15 feet, more or less to an angle point therein; thence continuing along said westerly line, North 12°58'25" East 203.15 feet to the Point of Beginning.

## 3. Use of the Temporary Additional Barge Parcel Easement and the Temporary Additional DNR Parcel Easement are necessary from issuance of the Notice to Proceed until completion of

staging area use in approximately October 2010 provided that King County may extend the term of such temporary easements for a period not to exceed three years (with compensation established by a previously calculated annual amount).

**SCHEDULE K-1**





After recording, mail to

Bullivant Houser Bailey PC  
Attn Douglas A Luetjen  
1601 Fifth Ave, Suite 2300  
Seattle, WA 98101-1618

**NO EXCISE TAX  
REQUIRED**

**JUN 27 2006**

BOB DANTINI, Snohomish County Treasurer

By BOB DANTINI

### EASEMENT AGREEMENT

Reference Numbers of Related Documents N/A

Grantor PARAMOUNT OF WASHINGTON, INC

Grantee POINT WELLS, LLC

Abbreviated legal description Portion SW Qtr 35-27-3 (Ex C, p 10 attached hereto)

Assessor's Property Tax Parcel Account Number(s) 27033500300900

**ACCOMMODATION ONLY**

CTI Billing No. 5930151 EASEMENT AGREEMENT

CHICAGO TITLE INSURANCE COMPANY HAS PLACED  
THIS DOCUMENT OF RECORD AS A CUSTOMER  
COURTESY AND ACCEPTS NO LIABILITY FOR THE  
ACCURACY OR VALIDITY OF THE DOCUMENT.

THIS AGREEMENT is effective as of June 27, 2006 and is by and between PARAMOUNT OF WASHINGTON, INC, a Washington corporation (referred to herein as the "Grantor") and POINT WELLS, LLC, a Washington limited liability company (referred to herein as "Pt. Wells")

A WHEREAS, Grantor is the owner of real property located in Snohomish County, Washington, a portion of which is identified as Snohomish County Assessor's Tax Parcel No 27033500303000, and is legally described as on Exhibit A attached hereto and incorporated by reference herein (the "Grantor's Adjoining Property");

B WHEREAS, Pt Wells is the owner of real property located in Snohomish County, Washington, a portion of which is identified as Snohomish County Assessor's Tax Parcel Nos 27033500300800, 27033500302900, and 27033500303100, and is legally described as on Exhibit B attached hereto and incorporated by reference herein (the "Pt. Wells Adjoining Property");

C WHEREAS, Grantor is also the owner of real property located in Snohomish County, Washington, identified as Snohomish County Assessor's Tax Parcel No 27033500300900, and is legally described as on Exhibit C attached hereto and incorporated by reference herein (the "Access Property"), and such Access Property runs from 116<sup>th</sup> Ave W in Woodway, Washington westward, then abuts along the southern boundary of the Pt Wells Adjoining Property, and then connects to the eastern edge of the Grantor's Adjoining Property, as shown on Exhibit D attached hereto and incorporated by reference herein,

D WHEREAS, the parties hereto desire to preserve and document their mutual intent to provide for the development of their respective properties, while accommodating the future development of the Grantor's Adjoining Property and the Pt Wells Adjoining Property (collectively, the "Adjoining Properties"),

NOW, THEREFORE, for good and valuable consideration, including the covenants, terms and conditions hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows

1 Grant of Easement Grantor hereby conveys and warrants to Pt Wells a perpetual nonexclusive easement over, across and upon the Access Property for the purpose of vehicular and pedestrian access to the Pt Wells Adjoining Property (the "Pt. Wells Access Rights") and the development of the Pt Wells Adjoining Property, including the installation, construction, operation, maintenance, removal, and repair of a roadway and roadway improvements related to said purpose and any and all utilities associated therewith, together with the nonexclusive right of ingress to and egress from said property for the foregoing purposes (the "Pt. Wells Construction Rights") The Pt Wells Access Rights and the Pt Wells Construction Rights are collectively referred to herein as the "Easement Rights "

2 Reservation of Grantor's Rights In granting the Easement Rights hereunder, the Grantor specifically reserves for Grantor a right over, across and upon the Access Property for any and all purposes, including the installation, construction, operation, maintenance, removal, and repair of a roadway and roadway improvements and any and all utilities associated therewith, together with the right of ingress to and egress from said property for any purposes Grantor further reserves all rights with respect to its property, including, without limitation, the right to grant easement licenses and permits to others subject to the rights granted in this Agreement

3 Compliance With Laws and Regulations The parties shall at all times exercise their rights herein in accordance with the requirements of any and all applicable statutes, orders, rules and regulations of any public authority having jurisdiction thereof

4 Approval of Plans Prior to the exercise of the Pt Wells Construction Rights or any other substantial activity by Pt Wells on the Access Property, a notification and plans for such work shall be submitted in writing to Grantor by Pt Wells and no such work by Pt Wells shall be commenced without Grantor's prior written approval of the plans therefor, which approval shall not be unreasonably conditioned, delayed or withheld, provided, however, that in the event of an emergency requiring immediate action by Pt Wells for the protection of its facilities or other persons or property, Pt Wells may take such action upon such notice to Grantor as is reasonable under the circumstances The failure to either approve, condition or deny such plans within 30 days of delivery to the Grantor shall be deemed approval of such plans Any material changes or revisions in the plans shall also be subject to Grantor's prior written or deemed approval as described above Nothing in this Agreement shall be deemed to impose any duty or obligation on Grantor to determine the adequacy or sufficiency of Pt Wells' plans and designs, or to ascertain whether Pt Wells' construction is in conformance with the plans and specifications approved by Grantor

5 Work Standards All work to be performed by Pt Wells on the Access Property shall be in accordance with the plans submitted to and approved by Grantor and shall be completed in a professional and workmanlike manner, free of claims or liens

6. Access by Grantor During Construction Pt Wells shall make provisions satisfactory to Grantor for continued access by Grantor along, over and across the Access Property during periods in which Pt Wells is conducting construction or other activities

7 Termination for Breach In the event Pt Wells breaches or fails to perform or observe any of the terms and conditions herein, and fails to cure such breach or default within ninety (90) days of Grantor's giving Pt Wells written notice thereof, or, if not reasonably capable of being cured within such ninety (90) days, within such other period of time as may be reasonable in the circumstances, Grantor may terminate Pt Wells's rights under this Agreement in addition to and not in limitation of any other remedy of Grantor at law or in equity, and the failure of Grantor to exercise such right at any time shall not waive Grantor's right to terminate for any future breach or default

8 Termination for Cessation of Use In the event Pt Wells ceases to use the Access Property for a period of twenty (20) successive years, this Agreement and all of Pt Wells's rights hereunder shall terminate and revert to Grantor

9 Release of Obligations on Termination No termination of this Agreement shall release Pt Wells from any liability or obligation with respect to any matter occurring prior to such termination

10 Indemnity The parties hereto do hereby agree to indemnify and promise to defend and save harmless the other party from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorneys' fees incurred by such party in defense thereof, asserted or arising directly or indirectly on account of or out of acts or omissions of a party hereto or its servants, agents, employees and contractors in the exercise of the rights granted herein, provided, however, this provision does not purport to indemnify a party against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of such party or the party's agents or employees

11 Title The rights granted herein are subject to permits, leases, licenses and easements, if any, heretofore granted or claimed affecting the property subject to this Agreement Grantor does not warrant title to its property and shall not be liable for defects thereto or failure thereof

12 Notices Notices required to be in writing under this Agreement shall be given as follows

If to Grantor

Paramount of Washington, Inc  
Attn: President  
14700 Downey Ave  
Paramount, CA 90723

If to Pt Wells.

Point Wells, LLC  
Attn General Manager  
1041 W 18<sup>th</sup> St, Ste A101  
Costa Mesa, CA 92627

Notices shall be deemed effective, if mailed, upon the second day following deposit thereof in the United States mails, postage prepaid, certified or registered mail, return receipt requested, or upon delivery thereof if otherwise given. Either party may change the address to which notices may be given by giving notice as above provided.

13 Assignment Pt Wells shall not assign the Pt Wells Construction Rights hereunder without the prior written consent of Grantor, which consent shall not be unreasonably conditioned, delayed or withheld. Pt Wells may assign the Pt Wells Access Rights hereunder, in whole or in part, as part of the whole or partial transfer of the real property comprising the Pt Wells Adjoining Property, after notice to Grantor.

14 Successors The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors, permitted assigns, lessees, mortgagees, or beneficiaries under a deed of trust. The easements and covenants contained herein shall run with the land as to the Pt Wells Adjoining Property. In the event of any subdivision or partition of all or any portion of the Pt Wells Adjoining Property, the Pt Wells Access Rights granted herein shall be appurtenant to and run with each and every parcel thereof whether transferred or retained. The rights, covenants and obligations contained in this Agreement shall bind, burden and benefit each party's successors and assigns,

15 Attorneys Fees and Costs If an action is commenced to enforce, rescind or interpret this Agreement or the obligations forming a part hereof, including any action or participation in or in connection with a case or proceeding under any chapter of the Bankruptcy Code, or any successor statute, the prevailing party shall be entitled to recover from the other party, and the other party agrees to pay to the prevailing party, in addition to costs and disbursements allowed by law, the prevailing party's reasonable attorney fees at trial or on appeal thereof or therefrom. Attorney fees shall include any attorney services rendered whether or not litigation is commenced and all services rendered prior to the institution of litigation and shall include all costs and expenses of litigation, including depositions, expert's fees and other normal and reasonable charges incurred by the prevailing party, including a reasonable sum for post-judgment collection.

16 Severability The illegality, invalidity or unenforceability under law of any covenant, restriction or condition or any other provision of this Agreement shall not impair or affect in any manner the validity, enforceability or effect of the remaining provisions of this Agreement.



17 Applicable Law This Agreement shall, in all respects, be governed, construed, applied and enforced in accordance with the laws of the State of Washington, including without limitation, matters affecting title to all real property described herein

18 Amendments in Writing The provisions of this Agreement may not be modified or amended, except pursuant to a written agreement in recordable form signed by all of the parties hereto

19 Entire Agreement This Agreement constitutes the entire understanding and agreement between the parties and no representations have been made to induce any party to enter into this Agreement except as expressly set forth herein

EXECUTED as of the dates set forth below

PARAMOUNT OF WASHINGTON, INC.,  
a Washington corporation

By 

Title CEO

Dated June 26, 2006

POINT WELLS, LLC,  
a Washington limited liability company

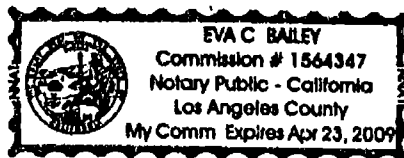
By 

Title Gen Mgr

Dated June 26 2006

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles } SSOn Jun 26 2006, before me, Eva C. Bailey Notary Public,  
personally appeared W. Scott Lovejoy III, Mark R. Milano.☒ personally known to me  
☐ proved to me on the basis of satisfactory evidenceto be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal

Place Notary Seal Above

Signature of Notary Public

**OPTIONAL***Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document***Description of Attached Document**Title or Type of Document Easement AgreementDocument Date June 2006 Number of Pages 10Signer(s) Other Than Named Above —**Capacity(ies) Claimed by Signer**Signer's Name W. Scott Lovejoy III, Mark R. Milano☐ Individual☒ Corporate Officer — Title(s) CEO, General Mgr☐ Partner — ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other

Signer Is Representing

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

**EXHIBIT A****Legal Description of Grantor's Adjoining Property****SNOHOMISH COUNTY ASSESSOR'S TAX PARCEL NO 27033500303000**

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND OF GOVERNMENT LOT 4 AND OF VACATED HEBERLEIN ROAD, ACCORDING TO VOLUME 44 OF COMMISSIONER'S RECORDS, PAGE 44 AND OF PORTION OF LOT 4, EDMONDS TIDE LANDS, ACCORDING TO THE MAP ON FILE IN OLYMPIA, WASHINGTON ENTITLED "PLAT OF TIDE LANDS OF THE FIRST CLASS AT THE TOWN OF EDMONDS", ALL IN SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W M, SNOHOMISH COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS

PARCEL 2, SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT FILE NUMBER 04-109874, RECORDED UNDER AUDITOR'S FILE NUMBER 200405180215 AND REFERENCED THERETO BY RECORD OF SURVEY MAP RECORDED UNDER AUDITOR'S FILE NUMBER 200405245217, RECORDS OF SNOHOMISH COUNTY, WASHINGTON,

EXCEPT THAT PORTION OF SAID PARCEL 2 SEGREGATED FOR TAX PURPOSES AS SNOHOMISH COUNTY ASSESSOR'S TAX PARCEL NO 27033500300900, DESCRIBED AS FOLLOWS

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35, THENCE NORTH 01°11'56" EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION A DISTANCE OF 482 03 FEET, THENCE NORTH 88°33'35" WEST A DISTANCE OF 30 00 FEET TO THE SOUTHEAST CORNER OF SAID TAX PARCEL NO 27033500300900 AND THE TRUE POINT OF BEGINNING, THENCE CONTINUING NORTH 88°33'35" WEST A DISTANCE OF 616 67 FEET, THENCE NORTH 01°11'56" EAST A DISTANCE OF 34 70 FEET, THENCE NORTH 88°33'35" WEST A DISTANCE OF 453 60 FEET, THENCE NORTH 01°11'56" EAST A DISTANCE OF 20 00 FEET, THENCE SOUTH 88°33'35" EAST A DISTANCE OF 580 00 FEET, THENCE SOUTH 01°11'56" WEST A DISTANCE OF 20 00 FEET, THENCE SOUTH 88°33'35" EAST A DISTANCE OF 490 27 FEET TO THE NORTHEASTERLY CORNER OF SAID TAX PARCEL NO 27033500300900, THENCE SOUTH 01°11'56" WEST A DISTANCE OF 34 70 FEET TO THE TRUE POINT OF BEGINNING

SITUATED IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

**EXHIBIT B****Legal Description of Pt. Wells Adjoining Property**

SNOHOMISH COUNTY ASSESSOR'S TAX PARCELS NO 27033500300800, 27033500302900  
AND 27033500303100

PORTIONS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER  
AND OF GOVERNMENT LOT 3 AND OF VACATED HEBERLEIN ROAD, ACCORDING TO  
VOLUME 44 OF COMMISSIONER'S RECORDS, PAGE 44, ALL IN SECTION 35, TOWNSHIP 27  
NORTH, RANGE 3 EAST, W M, LYING EASTERLY OF THE EASTERLY RIGHT OF WAY LINE  
OF THE SEATTLE AND MONTANA RAILWAY COMPANY, NOW KNOWN AS THE  
BURLINTON NORTHERN SANTA FE RAILWAY, BY DEED RECORDED UNDER AUDITOR'S  
FILE NUMBERS 5277, 6220 AND 120070, SNOHOMISH COUNTY, WASHINGTON, MORE  
PARTICULARLY DESCRIBED AS FOLLOWS

SNOHOMISH COUNTY ASSESSOR'S TAX PARCEL NO 27033500302900

PARCEL 1, SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT FILE NUMBER 04-  
109874, RECORDED UNDER AUDITOR'S FILE NUMBER 200405180215 AND REFERENCED  
THERE TO BY RECORD OF SURVEY MAP RECORDED UNDER AUDITOR'S FILE NUMBER  
200405245217, RECORDS OF SNOHOMISH COUNTY, WASHINGTON,

EXCEPT THAT PORTION OF SAID PARCEL 1 SEGREGATED FOR TAX PURPOSES AS  
SNOHOMISH COUNTY ASSESSOR'S TAX PARCEL NO 27033500300800, DESCRIBED AS  
FOLLOWS

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35,  
THENCE NORTH 01°11'56" EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID  
SECTION A DISTANCE OF 991.97 FEET (60 RODS BY DEED) TO THE TRUE POINT OF  
BEGINNING,  
THENCE NORTH 88°33'35" WEST A DISTANCE OF 520.27 FEET,  
THENCE NORTH 01°11'56" EAST A DISTANCE OF 20.00 FEET,  
THENCE SOUTH 88°33'35" EAST A DISTANCE OF 520.27 FEET,  
THENCE SOUTH 01°11'56" WEST A DISTANCE OF 20.00 FEET TO THE NORTHEASTERLY  
CORNER OF SAID TAX PARCEL NO 27033500300800, AND THE TRUE POINT OF  
BEGINNING

SITUATED IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

SNOHOMISH COUNTY ASSESSOR'S TAX PARCEL NO 27033500300800

THAT PORTION OF PARCEL 1, SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT FILE  
NUMBER 04-109874, RECORDED UNDER AUDITOR'S FILE NUMBER 200405180215 AND  
REFERENCED THERE TO BY RECORD OF SURVEY MAP RECORDED UNDER AUDITOR'S  
FILE NUMBER 200405245217, RECORDS OF SNOHOMISH COUNTY, WASHINGTON,  
SEGREGATED FOR TAX PURPOSES AS SNOHOMISH COUNTY ASSESSOR'S TAX PARCEL  
NO 27033500300800, DESCRIBED AS FOLLOWS

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35,  
THENCE NORTH 01°11'56" EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID  
SECTION A DISTANCE OF 991.97 FEET (60 RODS BY DEED) TO THE TRUE POINT OF  
BEGINNING,

**EXHIBIT B (Continued)****Legal Description of Pt. Wells Adjoining Property**

THENCE NORTH 88°33'35" WEST A DISTANCE OF 520.27 FEET,  
THENCE NORTH 01°11'56" EAST A DISTANCE OF 20.00 FEET,  
THENCE SOUTH 88°33'35" EAST A DISTANCE OF 520.27 FEET,  
THENCE SOUTH 01°11'56" WEST A DISTANCE OF 20.00 FEET TO THE NORTHEASTERLY  
CORNER OF SAID TAX PARCEL NO. 27033500300800, AND THE TRUE POINT OF  
BEGINNING

SITUATED IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

**SNOHOMISH COUNTY ASSESSOR'S TAX PARCEL NO. 27033500303100**

PARCELS B AND C, PER STATUTORY WARRANTY DEED, RECORDED UNDER AUDITOR'S  
FILE NUMBER 20050311233, RECORDS OF SNOHOMISH COUNTY, WASHINGTON

SITUATED IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

**EXHIBIT C****Legal Description of Access Property**

SNOHOMISH COUNTY ASSESSOR'S TAX PARCEL NO 27033500300900

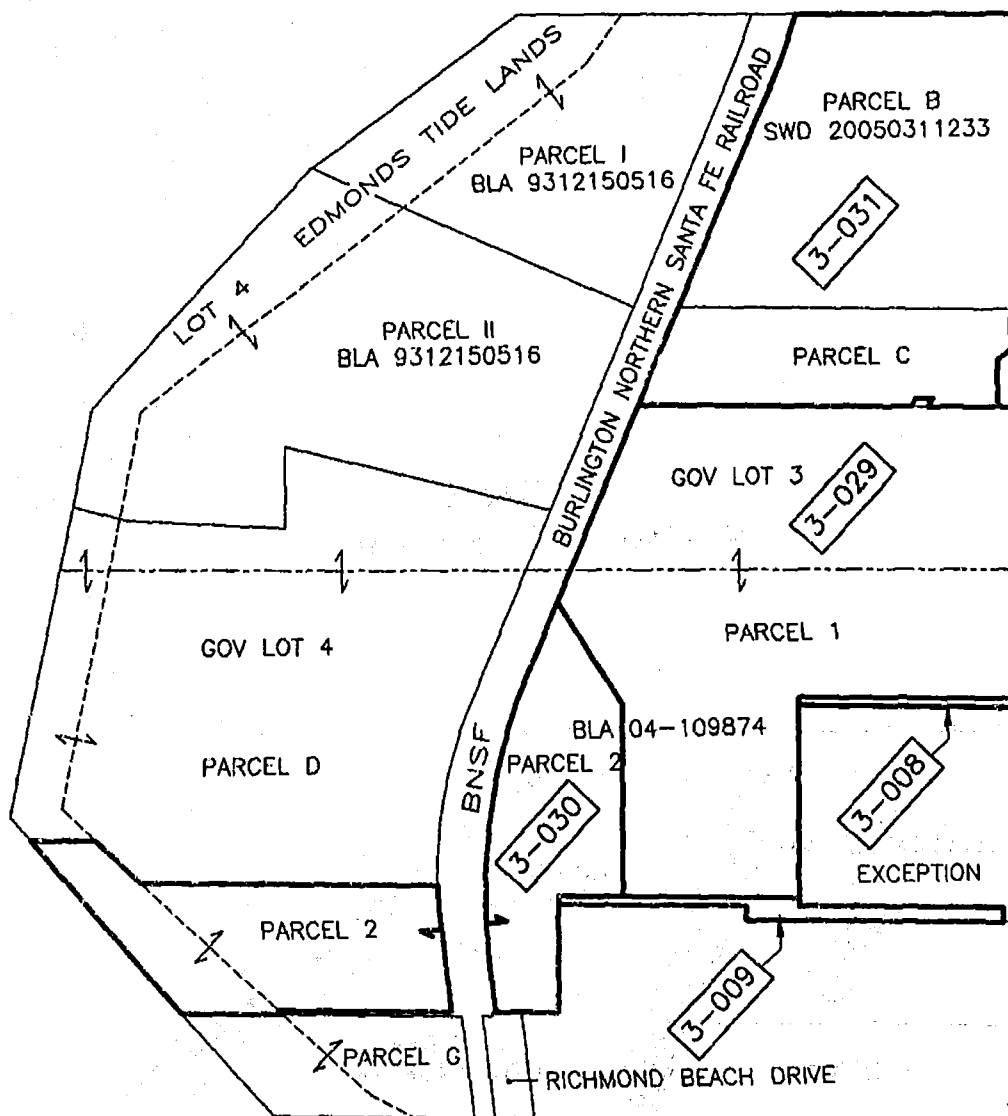
A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND OF GOVERNMENT LOT 4 AND OF VACATED HEBERLEIN ROAD, ACCORDING TO VOLUME 44 OF COMMISSIONER'S RECORDS, PAGE 44 AND OF PORTION OF LOT 4, EDMONDS TIDE LANDS, ACCORDING TO THE MAP ON FILE IN OLYMPIA, WASHINGTON ENTITLED "PLAT OF TIDE LANDS OF THE FIRST CLASS AT THE TOWN OF EDMONDS", ALL IN SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W M, SNOHOMISH COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS

THAT PORTION OF PARCEL 2, SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT FILE NUMBER 04-109874, RECORDED UNDER AUDITOR'S FILE NUMBER 200405180215 AND REFERENCED THERETO BY RECORD OF SURVEY MAP RECORDED UNDER AUDITOR'S FILE NUMBER 200405245217, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, SEGREGATED FOR TAX PURPOSES AS SNOHOMISH COUNTY ASSESSOR'S TAX PARCEL NO 27033500300900, MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35,  
THENCE NORTH 01°11'56" EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION A DISTANCE OF 482.03 FEET,  
THENCE NORTH 88°33'35" WEST A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF SAID TAX PARCEL NO 27033500300900 AND THE TRUE POINT OF BEGINNING,  
THENCE CONTINUING NORTH 88°33'35" WEST A DISTANCE OF 616.67 FEET,  
THENCE NORTH 01°11'56" EAST A DISTANCE OF 34.70 FEET,  
THENCE NORTH 88°33'35" WEST A DISTANCE OF 453.60 FEET,  
THENCE NORTH 01°11'56" EAST A DISTANCE OF 20.00 FEET,  
THENCE SOUTH 88°33'35" EAST A DISTANCE OF 580.00 FEET,  
THENCE SOUTH 01°11'56" WEST A DISTANCE OF 20.00 FEET,  
THENCE SOUTH 88°33'35" EAST A DISTANCE OF 490.27 FEET TO THE NORTHEASTERLY CORNER OF SAID TAX PARCEL NO 27033500300900,  
THENCE SOUTH 01°11'56" WEST A DISTANCE OF 34.70 FEET TO THE TRUE POINT OF BEGINNING

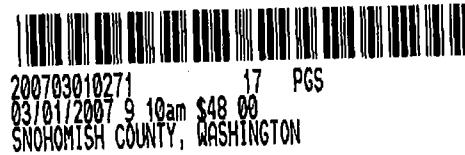
SITUATED IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

**EXHIBIT D**  
**Location of Properties**



RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Bank of America, N A  
55 S Lake Avenue, Suite 900  
Pasadena, California 91101  
Attention Todd Eggertsen, Vice President



SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

CT  
5303117 CHICAGO

(19) 48-

## MEMORANDUM OF INTERCREDITOR AND ACCESS RIGHTS

35-27-3 - pages 13-17  
270335-003-012-00; 270335-003-027-00, 270335-  
003-028-00, 270335-003-011-00; 270335-003-009-00,  
270335-003-010-00

THIS MEMORANDUM OF ACCESS RIGHTS (this "Memorandum") is made and entered into as of the 28<sup>th</sup> day of February, 2007 among PARAMOUNT PETROLEUM CORPORATION, a Delaware corporation ("Borrower"), EDGINGTON OIL COMPANY, LLC, a Delaware limited liability company, ALON ASPHALT BAKERSFIELD, INC, a Delaware corporation, PARAMOUNT OF OREGON, LLC, a Delaware limited liability company, PARAMOUNT OF WASHINGTON, LLC, a Delaware limited liability company, and PARAMOUNT PETROLEUM CORPORATION OF ARIZONA, INC, a Delaware corporation (collectively, with the Borrower, the "Grantors" and each, individually, a "Grantor"), and BANK OF AMERICA, N A, in its capacity as Bank Agent

## RECITALS

A Pursuant to that certain Second Amended and Restated Credit Agreement dated as of February 28, 2007, by and among the Grantors, the financial institutions party thereto from time to time (the "Bank Lenders"), Bank of America, N A, as administrative agent for the Bank Lenders (the "Bank Agent") (as amended, restated or otherwise modified from time to time, the "Credit Agreement"), the Bank Lenders have agreed to make certain financial accommodations available to Borrower Capitalized terms used but not defined herein have the respective meanings set forth in the Credit Agreement

B Pursuant to that certain Security Agreement dated as of February 28, 2007 by and among the Grantors and the Bank Agent (as amended, restated or otherwise



modified from time to time, the "Bank Security Agreement"), the Grantors have granted a lien and security interest in certain of their respective real and personal property (collectively, the "Bank Collateral") to Bank Agent as security for the Grantors' obligations under the Credit Agreement. The Credit Agreement, the Bank Security Agreement, the Deeds of Trust (defined below) and the other documents executed in connection with the transactions contemplated by the Credit Agreement are hereinafter collectively referred to as the "Bank Loan Documents".

D In order to induce the Bank Lenders to enter into the Credit Agreement and continue to make Revolving Loans and issue Letters of Credit as provided for in the Credit Agreement, each of the Grantors agreed to enter into certain security instruments, including certain deeds of trust (collectively, the "Deeds of Trust") encumbering the real property described on Schedule 1 attached hereto (collectively, the "Premises")

E Grantors are or intend to be party to other agreements, instruments and documents evidencing and relating to certain other indebtedness that Grantors have incurred or intend to incur with certain other lenders (collectively, the "Term Lenders"), including without limitation, deed of trusts (as amended, restated, or otherwise modified from time to time, the "Term Deeds of Trust") encumbering the Premises. The beneficiary under each of the Term Deeds of Trust is herein called the "Term Agent".

F The Term Agent and the Bank Agent are or intend to be parties to an Intercreditor Agreement (as amended, restated, or otherwise modified from time to time, the "Intercreditor Agreement") governing, among other things, the respective rights and obligations of the Bank Agent and the Term Agent to use the Premises. The Grantors have or intend to acknowledge and consent to the terms of the Intercreditor Agreement.

G Pursuant to the Bank Loan Documents, the Grantors have provided to Bank Agent and the Bank Lenders, certain access rights (the "Access Rights") to the Premises, which rights may be exercised as provided for in the Bank Loan Documents. Subject to the terms of the Bank Loan Documents, such Access Rights include, without limitation, the right to enter into any of the Premises for the purpose of completing the production of, selling, assembling, using, processing, collecting, enforcing and realizing upon the Bank Collateral.

H Pursuant to the Bank Loan Documents, the Grantors have licensed to Bank Agent, certain proprietary rights, including without limitation, the Grantors' rights in licenses, franchises, permits, patents, patent rights, copyrights, trademarks, service marks, trade names and trade styles (collectively, the "Proprietary Rights"), which Proprietary Rights permit Bank Agent to enforce all liens held by Bank Agent upon the Bank Collateral and to complete the production, sale, assembling, use and processing of, and for the further purpose of collecting, enforcing and realizing upon, the Bank Collateral.

J The parties desire hereby to give record and constructive notice of the foregoing

NOW, THEREFORE, the parties agree as follows

1 **Recitals** The foregoing Recitals are true and correct

2 **Declaration of Memorandum** The Grantors declare that they have entered into the Bank Loan Documents. This instrument is a memorandum thereof, and the Bank Credit Agreement and the Bank Security Agreement are incorporated herein by this reference with the same effect and as though set forth herein in its entirety. No term or provision hereof shall be deemed to limit or control the terms or provisions of the Bank Loan Documents and the failure to refer to any specific provision of the Bank Loan Documents in this Memorandum may not be construed as a waiver by Bank Agent or the Bank Lenders of the rights and benefits of such provision. Any party wishing to determine the exact nature and extent of Bank Agent's and the Bank Lenders' rights under the Bank Loan Documents should and must consult the terms and provisions thereof which shall prevail in the event of any inconsistency herewith. The grant of Access Rights and license of Proprietary Rights are further supplemented by the rights of the Bank Agent and the Bank Lenders as secured creditors of the Grantors under applicable law.

3 **Covenant** It is the intention of the parties that the Access Rights create and constitute a covenant running with the land, which covenant is memorialized by this Memorandum, and that any subsequent owner or mortgagee of the Premises (including the Term Lenders, the Term Agent and its and their successors and assigns under the Term Deed of Trust) or any other person or entity acquiring any interest in or to the Premises take its interest in the Premises subject to such Access Rights and the Proprietary Rights, provided, however, that as between the Term Agent and the Bank Agent, the use of the Access Rights and the Proprietary Rights are and shall be at all times subject to the Intercreditor Agreement.


4 **Termination** This Memorandum shall automatically terminate and shall be of no further force or effect upon (a) the termination of the Credit Agreement upon the irrevocable and unconditional payment in full in cash of all obligations and liabilities of the Grantors under and in connection with the Credit Agreement, or (b) as earlier provided by the Intercreditor Agreement. Upon written request of the Grantors, and at the sole cost and expense of the Grantors, the Bank Agent shall execute any documents reasonably required to evidence such termination.

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IN WITNESS WHEREOF, the parties have executed this Memorandum made effective on the day and year first above written.

**"GRANTORS"**


**PARAMOUNT PETROLEUM CORPORATION**

By:   
Name: Harlin R. Dean  
Title: Vice President and Secretary

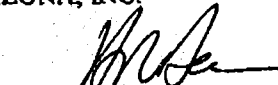
**EDGINGTON OIL COMPANY, LLC**

By:   
Name: Harlin R. Dean  
Title: Vice President and Secretary

**ALON ASPHALT BAKERSFIELD, INC.**


By:   
Name: Harlin R. Dean  
Title: Vice President and Secretary

**PARAMOUNT PETROLEUM CORPORATION  
OF ARIZONA, INC.**


By:   
Name: Harlin R. Dean  
Title: Vice President and Secretary

**Signature Page**

PARAMOUNT OF OREGON, LLC

By:   
Name Harlin R. Dean  
Title Vice President and Secretary


PARAMOUNT OF WASHINGTON, LLC

By:   
Name Harlin R. Dean  
Title Vice President and Secretary

Signature Page

**"AGENT"**

BANK OF AMERICA, N A , as Agent

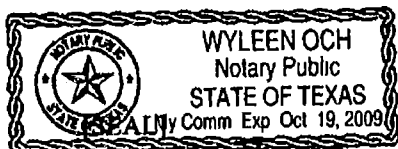
By   
Name Todd R. Eggertsen  
Title Vice President

Signature Page

STATE OF ~~CALIFORNIA~~ <sup>Texas</sup> §  
COUNTY OF ~~LOS ANGELES~~ <sup>Dallas</sup> § ss.

On February 23, 2007, before me, the undersigned, a notary public, personally appeared Harlin R. Dean, Vice President & Secretary of Paramount Petroleum Corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

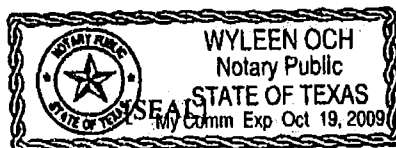


Wyleen Och  
NOTARY PUBLIC

STATE OF ~~CALIFORNIA~~ <sup>Texas</sup> §  
COUNTY OF ~~LOS ANGELES~~ <sup>Dallas</sup> § ss.

On February 23, 2007, before me, the undersigned, a notary public, personally appeared Harlin R. Dean, Vice President & Secretary of Edmondson Oil Company, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Wyleen Och  
NOTARY PUBLIC

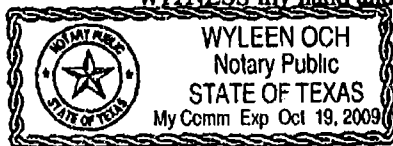
Notary Page

Texas

STATE OF ~~CALIFORNIA~~ §  
COUNTY OF ~~LOS ANGELES~~ Dallas § ss.

On February 23, 2007, before me, the undersigned, a notary public, personally appeared Harlin R. Dean, Vice President & Secretary of Alon Asphalt Bakersfield, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal



Wyleen Och  
NOTARY PUBLIC

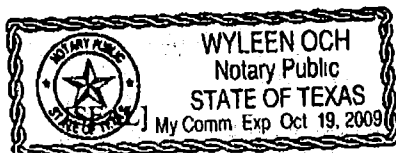
[SEAL]

Texas

STATE OF ~~CALIFORNIA~~ §  
COUNTY OF ~~LOS ANGELES~~ Dallas § ss.

On February 23, 2007, before me, the undersigned, a notary public, personally appeared Harlin R. Dean, Vice President & Secretary of Paramount of Oregon, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal



Wyleen Och  
NOTARY PUBLIC

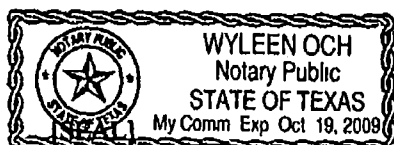
Notary Page

PARAMOUNT (2nd A&R) Memorandum of Intercreditor and Access Rights #4443988

STATE OF Texas §  
 COUNTY OF Dallas § SS.

On February 23, 2007, before me, the undersigned, a notary public, personally appeared Narlin R. Dean, Vice President & Secretary of Paramount of Washington, LLC personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

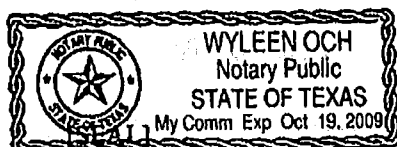


Wyleen Och  
 NOTARY PUBLIC

STATE OF Texas §  
 COUNTY OF Dallas § SS.

On February 23, 2007, before me, the undersigned, a notary public, personally appeared Narlin R. Dean, Vice President & Secretary of Paramount Petroleum Corporation of Arizona, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal



Wyleen Och  
 NOTARY PUBLIC

Notary Page

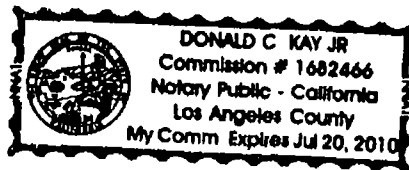


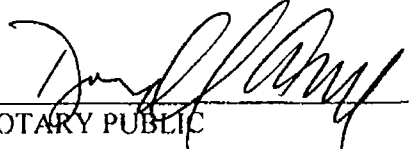
STATE OF CALIFORNIA     )  
                                      ) ss  
COUNTY OF LOS ANGELES   )

On February 20, 2007 before me, Donald C Kay Jr, Notary Public, personally appeared Todd R Eggertsen, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument

WITNESS my hand and official seal

[SEAL]



  
NOTARY PUBLIC

Notary Page

**Schedule "I"**

- 1 Deed Of Trust With Power Of Sale Assignment Of Leases And Rents Security Agreement, Fixture Filing And Financing Statement dated as of February 28 2007 executed by Paramount of Washington, LLC, in favor of Bank Agent, which Deed of Trust encumbers the real property described on Exhibit "A" attached hereto

EXHIBIT "A"

CHICAGO TITLE INSURANCE COMPANY  
A L T A COMMITMENT  
**SCHEDULE A**  
(Continued)

Order No 5303117  
Your No

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**LEGAL DESCRIPTION EXHIBIT**  
(Paragraph 4 of Schedule A continuation)

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PARCEL A

ALL THAT PORTION OF GOVERNMENT LOT 3, LYING WESTERLY OF THE WESTERLY RIGHT OF WAY MARGIN OF THAT CERTAIN STRIP OF LAND CONVEYED TO SEATTLE AND MONTANA RAILWAY COMPANY (NOW KNOWN AS BURLINGTON NORTHERN, INC , A DELAWARE CORPORATION) BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 6220 AND OF TIDE LAND LOT 3, ACCORDING TO THE MAP ON FILE IN OLYMPIA, WASHINGTON, ENTITLED "PLAT OF TIDE LANDS OF THE FIRST CLASS AT THE TOWN OF EDMONDS," SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W M , IN SNOHOMISH COUNTY, WASHINGTON, LYING NORTHERLY OF A LINE DESCRIBED AS FOLLOWS

COMMENCING AT A POINT ON THE WESTERLY LINE OF THAT CERTAIN STRIP OF LAND CONVEYED TO SEATTLE AND MONTANA RAILWAY COMPANY NOW KNOWN AS BURLINGTON NORTHERN, INC , A DELAWARE CORPORATION BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 6220, A DISTANCE OF 1708 20 FEET NORTH OF THE SOUTH BOUNDARY OF SAID SECTION 35 AS PRODUCED FROM THE SOUTHEAST CORNER OF SAID SECTION THROUGH THE SOUTH QUARTER CORNER OF THE SOUTH LINE OF SAID SECTION,  
THENCE SOUTH 22° 54'45" WEST ALONG THE WESTERLY LINE OF SAID RIGHT OF WAY A DISTANCE OF 272 27 FEET TO THE TRUE POINT OF BEGINNING OF THE LINE HEREIN DESCRIBED,  
THENCE NORTH 76° 34'18" WEST 657 50 FEET,  
THENCE SOUTH 0° 12'17" WEST, 193 15 FEET,  
THENCE NORTH 87° 02'52" WEST, 381 34 FEET,  
THENCE NORTH 75° 41'33" WEST TO WEST LINE OF SAID TIDELAND LOT 3 AND THE TERMINUS OF THE LINE HEREIN DESCRIBED

PARCEL D

THAT CERTAIN PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND OF GOVERNMENT LOTS 3 AND 4, SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W M , AND OF LOTS 3 AND 4, EDMONDS TIDE LANDS, ACCORDING TO THE MAP ON FILE IN OLYMPIA, WASHINGTON ENTITLED 'PLAT OF TIDE LANDS OF THE FIRST CLASS AT THE TOWN OF EDMONDS, DESCRIBED AS FOLLOWS

BEGINNING AT A POINT ON THE WEST LINE OF THAT CERTAIN STRIP OF LAND CONVEYED TO SEATTLE & MONTANA RAILWAY COMPANY NOW KNOWN AS BURLINGTON NORTHERN, INC , A DELAWARE CORPORATION BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 5277 WHICH IS 748 FEET NORTH OF THE SOUTH LINE OF SAID SECTION, SAID POINT HAVING BEEN LOCATED BY GARDNER, GARDNER AND FISCHER, INC , CIVIL ENGINEERS, AS BEARING NORTH 0°02'39" EAST ALONG THE NORTH AND SOUTH QUARTER SECTION LINE, 748 00 FEET AND NORTH 89°30'46" WEST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 1381 93 FEET FROM THE QUARTER SECTION CORNER IN THE SOUTH LINE OF

CHICAGO TITLE INSURANCE COMPANY  
 ALTA COMMITMENT  
**SCHEDULE A**  
 (Continued)

Order No 5303117  
 Your No

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**LEGAL DESCRIPTION EXHIBIT**  
 (Paragraph 4 of Schedule A continuation)

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SAID SECTION,  
 THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF SAID BURLINGTON NORTHERN RAILWAY  
 RIGHT OF WAY 200 FEET, TO A POINT WHICH IS 560 46 FEET NORTH AND 1393 68 FEET  
 WEST OF SAID QUARTER SECTION CORNER,  
 THENCE NORTH 89°30'46" WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION  
 695 97 FEET TO THE GOVERNMENT MEANDER LINE OF PUGET SOUND, SAID MEANDER LINE  
 BEING THE EASTERLY LINE OF SAID LOT 4 SAID EDMONDS TIDE LANDS,  
 THENCE NORTH 46°58'20" WEST ALONG SAID MEANDER LINE 147 44 FEET,  
 THENCE NORTH 89°30'46" WEST 163 21 FEET TO THE WESTERLY LINE OF SAID LOT 4,  
 EDMONDS TIDE LANDS,  
 THENCE NORTH 41°17'17" WEST ALONG SAID WESTERLY LINE, 86 16 FEET TO AN ANGLE  
 POINT IN SAID LINE,  
 THENCE NORTH 11°48'43" EAST ALONG SAID WESTERLY LINE OF LOT 4, AND ALONG THE  
 WESTERLY LINE OF LOT 3 OF SAID EDMONDS TIDE LANDS, 990 54 FEET TO AN ANGLE  
 POINT IN SAID LINE,  
 THENCE NORTHEASTERLY ALONG THE SAID WESTERLY LINE OF SAID LOT 3, EDMONDS TIDE  
 LANDS, 359 62 FEET, MORE OR LESS, TO THE MOST WESTERLY CORNER OF THE J C  
 VAN ECK TRACT, AS ESTABLISHED BY DECREE ENTERED IN SNOHOMISH COUNTY TITLE  
 REGISTRATION CAUSE NO 5, ENTITLED J C VAN ECK, PLAINTIFF VS DANIEL HINES  
 (ET AL) DEFENDANTS,  
 THENCE SOUTH 67°05'15" EAST ALONG THE SOUTHWESTERLY LINE OF THE SAID VAN ECK  
 TRACT, AS ESTABLISHED IN SAID CAUSE NO 5, 986.73 FEET, TO A POINT IN THE  
 SAID WESTERLY LINE OF SAID SEATTLE & MONTANA RAILWAY COMPANY'S RIGHT OF WAY,  
 THENCE SOUTHWESTERLY ALONG THE SAID WESTERLY RIGHT OF WAY LINE TO THE POINT  
 OF BEGINNING,

TOGETHER WITH TIDELANDS OF THE SECOND CLASS SITUATE IN FRONT OF, ADJACENT TO,  
 OR ABUTTING UPON THE ABOVE DESCRIBED PORTION OF GOVERNMENT LOT 4, AS CONVEYED  
 BY THE STATE OF WASHINGTON BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER  
 758480

EXCEPT THAT PORTION OF GOVERNMENT LOT 3 AND SAID TIDE LAND LOT 3, LYING  
 NORTHERLY OF A LINE DESCRIBED AS FOLLOWS

COMMENCING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE BURLINGTON  
 NORTHERN RAILROAD DISTANT 1708 2 FEET NORTH OF THE SOUTH BOUNDARY OF SAID  
 SECTION 35 AS PRODUCED FROM THE SOUTHEAST CORNER OF SAID SECTION THROUGH THE  
 SOUTH QUARTER CORNER ON THE SOUTH LINE OF SAID SECTION,  
 THENCE SOUTH 22° 54'45" WEST ALONG THE WESTERLY RIGHT OF WAY LINE 272 27 FEET  
 TO THE TRUE POINT OF BEGINNING OF THE LINE HEREIN DESCRIBED,  
 THENCE NORTH 76° 34'18" WEST 657 50 FEET,  
 THENCE SOUTH 0° 12'17" WEST, 193 15 FEET,

CHICAGO TITLE INSURANCE COMPANY  
ALTA COMMITMENT  
**SCHEDULE A**  
(Continued)

Order No 5303117  
Your No

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**LEGAL DESCRIPTION EXHIBIT**  
(Paragraph 4 of Schedule A continuation)

THENCE NORTH 87° 02' 52" WEST, 381 34 FEET,  
THENCE NORTH 75° 41' 33" WEST TO WEST LINE OF SAID TIDELAND LOT 3 AND THE  
TERMINUS OF THE LINE HEREIN DESCRIBED

PARCEL E

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND OF  
GOVERNMENT LOT 4 AND OF VACATED HEBERLEIN ROAD, ACCORDING TO VOLUME 44 OF  
COMMISSIONER'S RECORDS, PAGE 44 AND OF A PORTION OF LOT 4, EDMONDS TIDE  
LANDS, ACCORDING TO THE MAP ON FILE IN OLYMPIA, WASHINGTON ENTITLED "PLAT OF  
TIDE LANDS OF THE FIRST CLASS AT THE TOWN OF EDMONDS", ALL IN SECTION 35,  
TOWNSHIP 27, RANGE 3 EAST, W M, SAID PARCEL MORE PARTICULARLY DESCRIBED AS  
FOLLOWS (THE BEARINGS OF THIS PARCEL DESCRIPTION ARE BASED ON THE  
WASHINGTON COORDINATE SYSTEM, NORTH ZONE, NAD 83-91)

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35,  
THENCE NORTH 01°11'56" EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION  
A DISTANCE OF 991 97 FEET (60 RODS BY DEED),  
THENCE NORTH 88°33'35" WEST A DISTANCE OF 943 19 FEET TO THE POINT OF  
BEGINNING OF THIS PARCEL DESCRIPTION,  
THENCE SOUTH 01°11'56" WEST A DISTANCE OF 455 24 FEET,  
THENCE SOUTH 88°33'35" EAST A DISTANCE OF 422 92 FEET,  
THENCE SOUTH 01°11'56" WEST A DISTANCE OF 20 00 FEET,  
THENCE SOUTH 88°33'35" EAST A DISTANCE OF 490 27 FEET TO THE WEST MARGIN OF  
116TH AVENUE SW,  
THENCE SOUTH 01°11'56" WEST ALONG SAID MARGIN A DISTANCE OF 34 70 FEET,  
THENCE NORTH 88°33'35" WEST A DISTANCE OF 616 67 FEET,  
THENCE NORTH 01°11'56" EAST A DISTANCE OF 34 70 FEET,  
THENCE NORTH 88°33'35" WEST A DISTANCE OF 453 60 FEET,  
THENCE SOUTH 01°11'56" WEST A DISTANCE OF 259 23 FEET,  
THENCE NORTH 88°33'35" WEST A DISTANCE OF 153 56 FEET, MORE OR LESS, TO THE  
EASTERLY RIGHT OF WAY LINE OF THE SEATTLE AND MONTANA RAILWAY COMPANY, NOW  
KNOWN AS THE BURLINGTON NORTHERN SANTA FE RAILWAY AND A POINT HEREINAFTER  
KNOWN AS POINT "A",  
THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING COURSES AND  
DISTANCES NORTH 05°29'24" WEST A DISTANCE OF 153 31 FEET,  
THENCE NORTH 01°36'06" WEST A DISTANCE OF 65 00 FEET TO THE BEGINNING OF A  
1382 70 FOOT RADIUS TANGENT CURVE TO THE RIGHT,  
THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  
21°46'17" AN ARC DISTANCE OF 525 40 FEET,  
THENCE NORTH 88°33'35" WEST A DISTANCE OF 1 50 FEET,  
THENCE NORTH 24°02'46" EAST A DISTANCE OF 265 00 FEET,

CHICAGO TITLE INSURANCE COMPANY  
ALTA COMMITMENT  
**SCHEDULE A**  
(Continued)

Order No 5303117  
Your No

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**LEGAL DESCRIPTION EXHIBIT**  
(Paragraph 4 of Schedule A continuation)

THENCE SOUTH 31°23'34" EAST A DISTANCE OF 291 15 FEET TO THE POINT OF BEGINNING,

TOGETHER WITH A PARCEL LYING WESTERLY OF SAID RAILWAY AND COMMENCING AT AFORESAID POINT "A",  
THENCE NORTH 88°33'35" WEST A DISTANCE OF 107 79 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID RAILWAY AND THE POINT OF BEGINNING,  
THENCE CONTINUING NORTH 88°33'35" WEST A DISTANCE OF 414 54 FEET, MORE OR LESS, TO THE GOVERNMENT MEANDER LINE,  
THENCE SOUTH 45°57'35" EAST ALONG SAID LINE A DISTANCE OF 14 77 FEET,  
THENCE NORTH 88°33'35" WEST A DISTANCE OF 240 88 FEET TO THE WESTERLY LINE OF SAID LOT 4 OF EDMONDS TIDE LANDS,  
THENCE NORTH 40°07'35" WEST ALONG SAID LINE A DISTANCE OF 551 68 FEET,  
THENCE SOUTH 88°33'35" EAST A DISTANCE OF 158 05 FEET TO SAID MEANDER LINE,  
THENCE SOUTH 45°57'35" EAST ALONG SAID LINE A DISTANCE OF 147 44 FEET,  
THENCE SOUTH 88°33'35" EAST A DISTANCE OF 710 85 FEET, MORE OR LESS TO SAID WESTERLY RIGHT OF WAY LINE AND THE BEGINNING OF A 1004 93 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT,  
THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°52'56" AN ARC DISTANCE OF 85 63 FEET,  
THENCE SOUTH 05°29'24" EAST A DISTANCE OF 219 22 FEET TO SAID POINT "A" AND THE POINT OF BEGINNING

ALSO KNOWN AS PARCEL 2 OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NUMBER 200405180215

**PARCEL F**

ALL THAT PORTION OF GOVERNMENT LOT 4, SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W M, DESCRIBED AS FOLLOWS

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35,  
THENCE NORTH 0°21'27" EAST 247 50 FEET,  
THENCE NORTH 89°00' WEST ALONG THE NORTH LINE OF PROPERTY CONVEYED TO ELIZABETH JANE SPENCER BY DEED RECORDED IN VOLUME 5 OF DEEDS, PAGE 264, 1100 27 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION,  
THENCE NORTH 10 FEET TO A POINT ON THE SOUTH LINE OF PROPERTY CONVEYED TO NORTH AMERICAN TERRA COTTA TILE BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 81850,  
THENCE NORTH 89°00' WEST ALONG THE SOUTH LINE OF SAID NORTH AMERICAN TERRA COTTA TILE PARCEL TO THE MEANDER LINE OF SAID SECTION 35,  
THENCE SOUTH 44°57'35" EAST, ALONG THE SAID MEANDER LINE 14 77 FEET TO A

CHICAGO TITLE INSURANCE COMPANY  
ALTA COMMITMENT  
**SCHEDULE A**  
(Continued)

Order No 5303117  
Your No

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**LEGAL DESCRIPTION EXHIBIT**  
(Paragraph 4 of Schedule A continuation)

POINT WHICH IS 10 FEET SOUTH OF AND PARALLEL TO THE LINE LAST ABOVE DESCRIBED,

THENCE SOUTH 89°00' EAST TO THE POINT OF BEGINNING,

EXCEPT THAT PORTION OF SAID PREMISES LYING EASTERLY OF THE WESTERLY LINE OF THE SEATTLE & MONTANA RAILWAY COMPANY'S RIGHT OF WAY, NOW KNOWN AS BURLINGTON NORTHERN, INC , A DELAWARE CORPORATION, AS CONVEYED BY DEEDS RECORDED UNDER AUDITOR'S FILE NUMBERS 5277 AND 120070,

TOGETHER WITH TIDELANDS OF THE SECOND CLASS SITUATE IN FRONT OF, ADJACENT TO, OR ABUTTING UPON THE ABOVE DESCRIBED PARCEL F, AS CONVEYED BY THE STATE OF WASHINGTON RECORDED UNDER AUDITOR'S FILE NUMBER 758480

PARCEL G

ALL THAT PORTION OF GOVERNMENT LOT 4, SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W M , AND OF LOT 4 EDMONDS TIDELANDS ACCORDING TO THE MAP ON FILE IN OLYMPIA, WASHINGTON ENTITLED "PLAT OF TIDE LANDS OF THE FIRST CLASS AT THE TOWN OF EDMONDS, LYING WESTERLY OF THAT CERTAIN STRIP OF LAND CONVEYED TO SEATTLE & MONTANA RAILWAY COMPANY, NOW KNOWN AS BURLINGTON NORTHERN, INC , A DELAWARE CORPORATION BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 5662 AND SOUTH OF A LINE WHICH IS PARALLEL TO AND DISTANT 247.5 FEET NORTH OF THE SOUTH LINE OF SECTION 35 AS PRODUCED FROM THE SOUTHEAST CORNER OF SECTION 35 THROUGH THE QUARTER CORNER ON THE SOUTH LINE OF SAID SECTION

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON



FILED

2010 DEC -1 AM 9:45

SONYA KRASKI  
COUNTY CLERK  
SNOHOMISH CO. WASH

FILED

DEC 01 2010

SONYA KRASKI  
SNOHOMISH COUNTY CLERK



CL14563225

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF SNOHOMISH

KING COUNTY, a county of the state of  
Washington,

Petitioner,

v.

BSRE POINT WELLS, LP, a Delaware  
limited partnership; PARAMOUNT OF  
WASHINGTON, LLC, a Washington  
limited liability company; PARAMOUNT  
PETROLEUM CORPORATION, a  
Delaware corporation; CREDIT SUISSE,  
a deed of trust beneficiary; BANK OF  
AMERICA, N.A., a deed of trust  
beneficiary;

Respondents.

No. 10-2-05864-6

FINDINGS OF FACT,  
CONCLUSIONS OF LAW, AND  
ORDER DETERMINING PUBLIC  
USE AND NECESSITY

[PROPOSED]

This matter came before the Court on King County's Motion for an Order  
Determining Public Use and Necessity. The Court hereby makes the following findings  
of fact and conclusions of law:

I. FINDINGS OF FACT

1. Petitioner King County is a county of the State of Washington and exists  
under the Washington Constitution and the laws of the State of Washington. It is

[PROPOSED] FINDINGS OF FACT, CONCLUSIONS  
OF LAW, AND ORDER DETERMINING PUBLIC USE  
AND NECESSITY - I

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12

1 empowered to condemn and damage land and other property rights for the purpose of  
2 constructing, developing, maintaining and operating the Brightwater Regional Wastewater  
3 Treatment System ("Brightwater") and related facilities.

4       2.     The property rights that King County seeks to condemn are located in  
5 Snohomish County, Washington, and are described in Exhibit C and depicted in  
6 Schedules C-1 and C-2 attached to the Petition ("Easements"), and are a subset of the  
7 property interests described in Exhibit A to the Petition and the leasehold rights held by  
8 Respondents ("Property").

9       3.     The respective names of every owner, person or party encumbrancing the  
10 Property, or other person or party interested in the Property, so far as they can be  
11 ascertained from the public records are as follows:

12       **Title Holders:**

- 13       (a)     BSRE Point Wells, LP, a Delaware limited partnership, is the current title  
14 owner of the real property more particularly described in Exhibit A  
15 attached to the Petition;  
16       (b)     Paramount of Washington, LLC, a Washington limited liability company,  
17 is the current title owner of all buildings, structures, fixtures, pipelines,  
18 tanks, equipment, fencing, docks, piers and other improvements or  
19 replacements thereof, as excepted in the statutory warranty deed recorded  
20 June 1, 2010, under recording no. 201006010366, located on the property  
21 described in Exhibit A, as well as the owner of leasehold rights to aquatic  
22 lands leased from the Washington State Department of Natural Resources  
23  
24  
25

1 and the improvements on such aquatic lands. Upon information and belief,  
2 Paramount of Washington, LLC, also is known as and/or does business as  
3 Paramount of Washington, LLC, a Delaware limited liability company.

4 **Possible Interests Disclosed by Documents of Record:**

- 5 (c) Paramount Petroleum Corporation, a Delaware corporation;  
6 (d) Credit Suisse, a deed of trust beneficiary; and  
7 (e) Bank of America, N.A., a deed of trust beneficiary.

8  
9 4. All parties interested in the Property have been served with notice and a  
10 copy of the Petition.

11 5. On October 10, 2005, King County duly enacted Ordinance No. 15296  
12 authorizing the condemnation, appropriation, taking, and damaging of, *inter alia*, the land,  
13 property, and property rights described in Paragraph 2, *supra*.

14 6. On two prior occasions, this Court has determined public use and necessity  
15 for a larger parcel of property including the Easements in *King County v. Paramount of*  
16 *Washington, LLC, et al.*, Snohomish County Superior Court Case No. 05-2-13678-1  
17 ("First Condemnation Action").

18 7. Paramount of Washington, LLC, also stipulated to a determination of  
19 public use and necessity for the Brightwater project in the First Condemnation Action.

20 8. King County has determined that constructing and operating Brightwater  
21 and related facilities is a public purpose, there is public necessity for the Brightwater  
22 project, and the Easements described in Paragraph 2 and Exhibit C and depicted in  
23 Schedules C-1 and C-2 are necessary for the Brightwater project.  
24  
25

## II. CONCLUSIONS OF LAW

1. The court has jurisdiction over the parties and the subject matter of this action.

2. King County has the power to condemn all property and property rights, pursuant to RCW 8.08.010, RCW 35.58.320, RCW 35.58.200, and other applicable law.

3. Construction of the Brightwater project is within the constitutional and statutory authority of King County.

4. The question of whether the Brightwater project is a public use of the Property is a judicial question; but the court gives great weight to the determination of public use by King County.

5. Construction and operation of the Brightwater project on the Property is a public use.

6. The questions whether the public interest requires the use and whether the Easements are necessary for that use are legislative questions, and the determination of King County will be deemed conclusive in the absence of proof of actual fraud or such arbitrary and capricious conduct as would amount to constructive fraud.

7. The public interest requires construction of the Brightwater project.

8. The Easements are necessary for the construction and operation of the Brightwater project.

9. There is no evidence of actual fraud or such arbitrary and capricious conduct as would amount to constructive fraud by King County in determining that the public interest requires the Easements.

10. King County is entitled to the issuance of an order determining public use and necessity for the taking of the Easements for the Brightwater project.

### III. ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, it is hereby ORDERED that

1. The Easements that are the subject of this condemnation action are legally described in Exhibit C and depicted in Schedules C-1 and C-2 attached to the Petition;

2. The Easements sought to be taken are required and necessary for the Brightwater project; and

3. The Brightwater project is a public use required by the public interest.

IT IS SO ORDERED this 1<sup>st</sup> day of Dec, 2010.

  
Judge/Court Commissioner

Presented by:

K&L GATES LLP

By 

Bart Freedman, WSBA # 14187

Sarah C. Johnson, WSBA #34529

Jessica A. Skelton, WSBA #36748

KING COUNTY PROSECUTING ATTORNEY'S  
OFFICE

By 

Verna P. Bromley, WSBA # 24703

Attorneys for Petitioner King County

[PROPOSED] FINDINGS OF FACT, CONCLUSIONS  
OF LAW, AND ORDER DETERMINING PUBLIC USE  
AND NECESSITY - 5

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# **EXHIBIT C**

## TEMPORARY BARGE AND DOCK EASEMENT

### 1. The Barge Parcel

The "Barge" temporary construction easement will grant King County and its agents, employees, contractors, subcontractors and invitees the right to use the "Barge" temporary easement area legally described below and depicted on Schedule G-1 and G-2 as attached hereto, including the right to moor barges to the dock for the installation, use, operation, maintenance, repair and replacement of the conveyor machine which will transport dirt and spoils from the excavation of the portal and outfall pipelines to the dock. From the dock the dirt and spoils will be removed from the site by barge. This "Barge" area also allows King County and its agents, employees, contractors, subcontractors, and invitees the right of ingress and egress to the dock area and for any maintenance of the conveyor machinery and associated equipment and appurtenances. This temporary construction easement is exclusive during King County's use of the area.

### Legal Description of the "Barge" Parcel

#### West Parcel

Those portions of the Southeast Quarter of the Southwest Quarter, and of Government Lots 3 and 4, all in Section 35, Township 27 North, Range 3 East, Willamette Meridian, all lying west of the Burlington Northern and Santa Fe Railroad Right-of-Way and hereinafter referred to as the "West Parcel;"

Together with Second Class Tidelands, as conveyed by the State of Washington, adjoining and abutting thereon;

Excepting from all of the above lands and tidelands, those portions lying northerly of a line described as follows:

Commencing at a point on the westerly right-of-way of the Burlington Northern and Santa Fe Railroad distant 1708.2 feet north of the south boundary of said Section 35 as produced from the southeast corner of said section through the south quarter corner on the south line of said section; thence South 22°54'45" West along the westerly right-of-way line 272.27 feet to the True Point of Beginning of the line herein described; thence North 76°34'18" West 657.50 feet; thence South 0°12'17" West, 193.15 feet; thence North 87°02'52" West, 381.34 feet; thence North 75°41'33" West to the west line of said Tidelands and the terminus of the line herein described.

Being that portion of the hereinabove described "West Parcel" described as follows:

Commencing at the South Quarter Corner of said Section 35; thence along the south line of said section, North 88°33'35" West 1306.22 feet to the westerly right-of-way line of the Burlington Northern Santa Fe Railway; thence along said westerly right-of-way line, North 05°29'24" West 221.33 feet; thence North 88°33'35" West 64.24 feet; thence South 83°44'46" West 150.85 feet;

thence South 55°49'32" West 62.29 feet; thence South 40°13'07" East 218.50 feet to said south line of Section 35; thence along said south line and the westerly prolongation thereof, North 88°33'35" West 335.71 feet to the westerly line of the Second Class Tidelands; thence along said westerly line, North 40°07'35" West 882.48 feet; thence South 88°33'35" East 451.30 feet to the True Point of Beginning, said point hereinafter referred to as Point "A"; thence North 01°11'25" East 102.98 feet; thence EAST 93.26 feet; thence North 00°21'29" West 68.57 feet; thence WEST 91.40 feet; thence North 76°22'40" West 239.06 feet; thence North 73°24'22" West 228.33 feet to a point on the westerly line of the Second Class Tidelands, said point hereinafter referred to as Point "D"; thence along said westerly line, South 12°54'53" West 27.28 feet; thence South 73°24'22" East 234.11 feet; thence South 01°11'25" West 158.27 feet to a point on a non-tangent curve to the left having a radius of 189.89 feet, a radial line of said curve from said point bears North 85°03'15" East; thence along said curve southerly 36.33 feet through a central angle of 10°57'41" to a line that bears North 88°33'35" West from the Point of Beginning; thence South 88°33'35" East 226.15 feet to the True Point of Beginning.

2. The "DNR Parcel"

In addition, to the "Barge" area, King County and its agents, employees, contractors, subcontractors and invitees shall have a temporary non exclusive easement over the southerly 551.21' feet of the owner's dock, as depicted on Schedule G-2, known as the "DNR parcel." (which is leased by the owner from the State of Washington Department of Natural Resources, as the same may be renewed, modified, extended or renegotiated from time to time) for the purpose of the periodic transport of dirt and spoils from the excavation of the outfall pipeline portal and other construction activities associated with the Brightwater Wastewater Treatment facility via barges which shall have the right to moor at the dock during such load/unloading activities. There will be no more than 2 barges per week and the arrival and departure of each barge from the dock will be coordinated with the owner of the property. The temporary dock easement includes the right by King County to make improvements to the dock, the pier and pilings as required in order for the dock to meet structural requirements caused by such use. These improvements will remain after the County's temporary use. This easement is not exclusive and will be shared with the owner. The property owner shall not voluntarily terminate the DNR parcel lease, or amend, modify or renegotiate the terms of the DNR parcel lease if any such amendment, modification or renegotiation would adversely affect King County's rights under the barge and dock easements described herein so long as the temporary barge and dock easements remain in full force and effect.

Legal Description of "DNR" Parcel

Being that portion of the Beds of Puget Sound described as follows:

Beginning at the hereinabove described Point "D"; thence North 73°24'22" West 88.07 feet; thence North 16°41'54" East 261.76 feet; thence North 73°24'22" West 104.65 feet to the westerly line of the Department of Natural Resources Agreement No. 20-013465; thence along said westerly line and along the southerly line of said agreement, South 17°02'25" West 551.21 feet and South 72°57'35" East 107.94 feet; thence North 16°41'54" East 263.05 feet; thence



South 73°24'22" East 89.84 feet to the westerly line of the Second Class Tidelands; thence North 12°58'25" East 27.28 feet to the Point of Beginning.

Use of the Barge temporary easement and "DNR Parcel" are necessary from issuance of the Notice to Proceed until completion of staging area use in approximately October 2010 provided that King County may extend the term of such temporary easements for a period not to exceed three years (with compensation established by a previously calculated annual amount).

Within the Barge temporary easement area and the "DNR Parcel" area there are a number of property improvements. These improvements will be affected as follows:

(a) The groundwater pump & treat system including extraction wells, located near the seawall at Northwest corner will be preserved during construction. The property owner will have continued access to this system during construction.

(b) The current property owner will continue to have access and use of the south dock, except for two 30-day windows when King County's conveyor located on the dock will be installed and removed. In addition, the south dock's surface may be modified during King County's temporary use to accommodate King County's equipment, but any modifications will be removed and the dock restored to the substantially its original condition upon termination of such temporary easements.

(c) The shed on the south side of the dock may be removed during King County's temporary use.

(d) The existing dock fire water system will be preserved during the term of the temporary easement period. It will not be moved and the property owner will have access to it at all times.

(e) The current property owner will have continued access to the seawall for boom deployment. This boom deployment equipment may be relocated during construction, but only to ensure the owner's continued access.

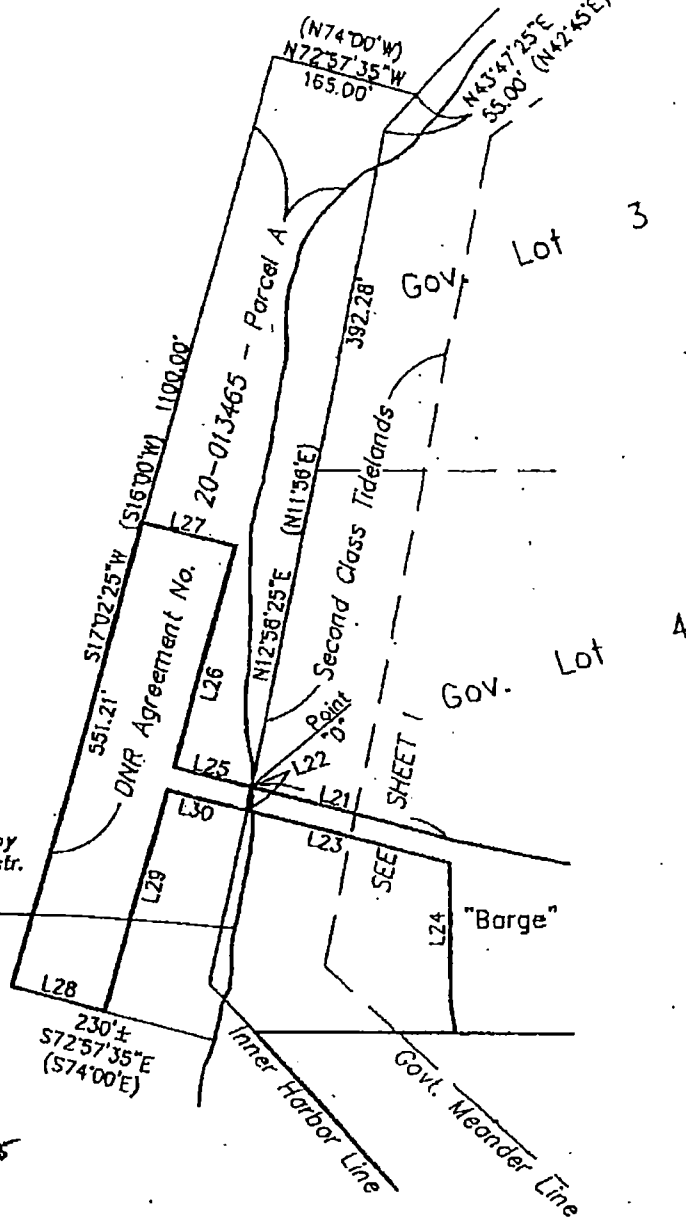
# **SCHEDULE C-1**

S 1/2, SW 1/4, SEC. 35, T 27 N, R 3 E, W.M.

COURSE TABLE

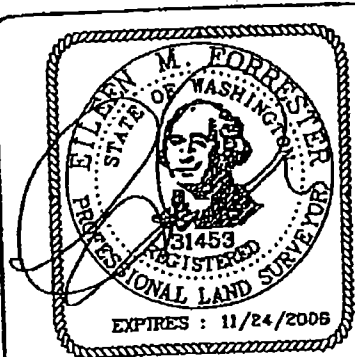
L21	N73°24'22"W	228.33'
L22	S12°54'53"W	27.28'
L23	S73°24'22"E	234.11'
L24	S01°11'25"W	158.27'
L25	N73°24'22"W	88.07'
L26	N16°41'54"E	261.76'
L27	N73°24'22"W	104.65'
L28	S72°57'35"E	107.94'
L29	N16°41'54"E	263.05'
L30	S73°24'22"E	89.84'

Line of Extreme Low Tide as  
Shown on Record of Survey by  
Reid Middleton filed under Instr.  
No. 9807135003, Snohomish  
County Records.



SHEET 2 OF 3

11-8-05

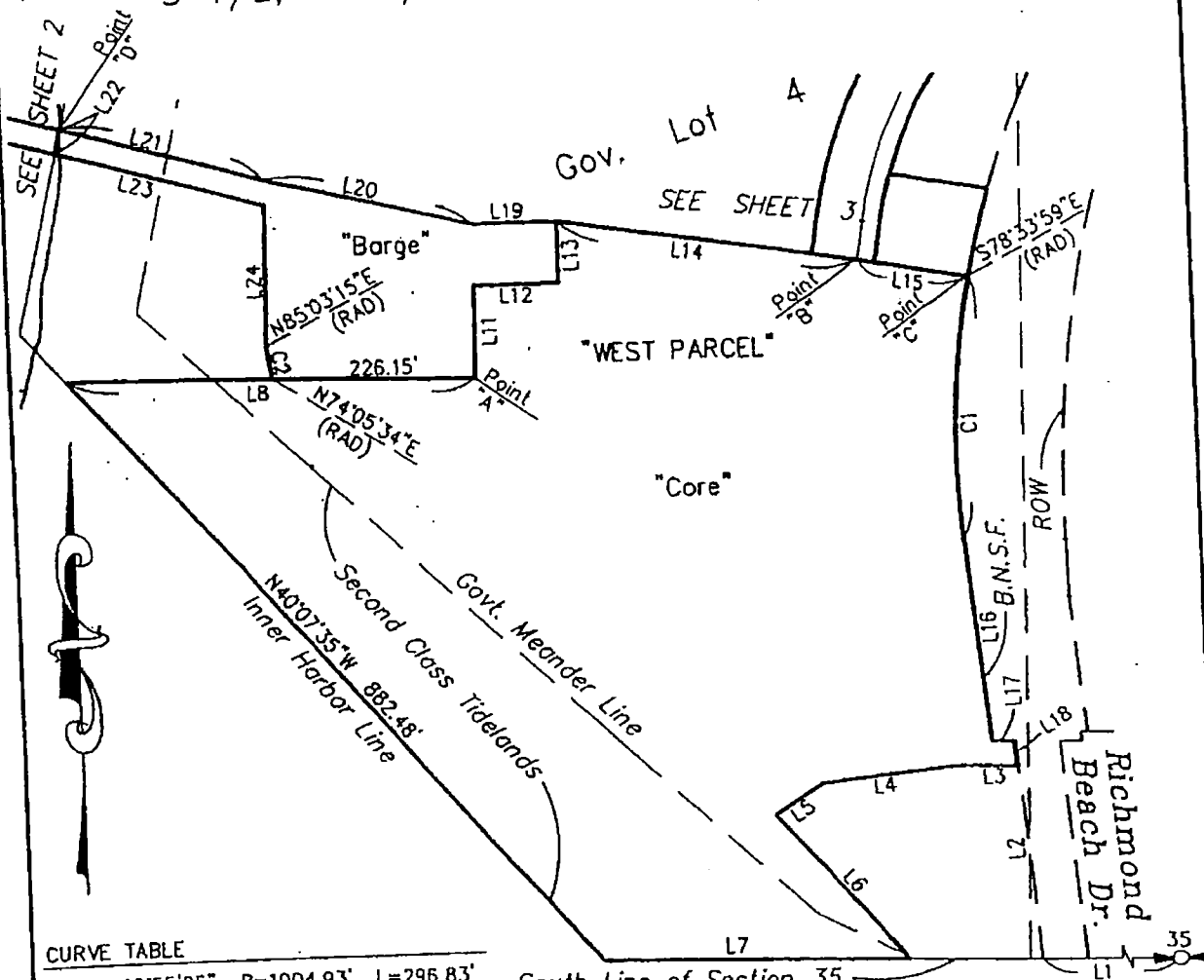


Date:  
11-08-05  
Scale:  
1"=200'  
Job No.  
J04-25.02

Snohomish County Tax Parcel No. 270335003011  
Brightwater Parcel No. 19-1  
King County Temporary Construction Easements

## **SCHEDULE C-2**

S 1/2, SW 1/4, SEC. 35, T 27 N, R 3 E, W.M.



CURVE TABLE

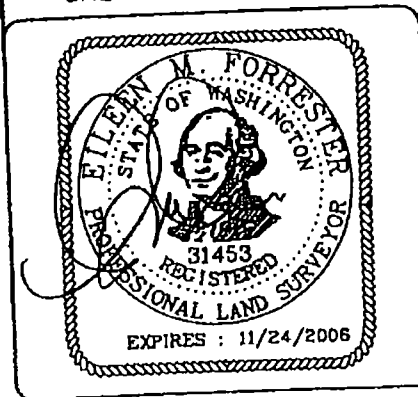
C1  $\Delta=16^{\circ}55'25''$  R=1004.93' L=296.83'  
C2  $\Delta=10^{\circ}57'41''$  R= 189.88' L= 36.33'

South Line of Section 35

COURSE TABLE

L1	N88°33'35"W	1306.22'	L14	S80°32'53"E	331.29'
L2	N05°29'24"W	221.33'	L15	S80°32'53"E	123.25'
L3	N88°33'35"W	64.24'	L16	S05°29'24"E	229.29'
L4	S83°44'46"W	150.85'	L17	S88°33'35"E	25.18'
L5	S55°49'32"W	62.29'	L18	S05°29'24"E	27.99'
L6	S40°13'07"E	218.50'	L19	WEST	91.40'
L7	N88°33'35"W	335.71'	L20	N76°22'40"W	239.06'
L8	S88°33'35"E	451.30'	L21	N73°24'22"W	228.33'
L9	Deleted		L22	S12°54'53"W	27.28'
L10	Deleted		L23	S73°24'22"E	234.11'
L11	N01°11'25"E	102.98'	L24	S01°11'25"W	158.27'
L12	EAST	93.26'			
L13	N00°21'29"W	68.57'			

SHEET 1 OF 3 12-21-05



Date:

12-21-05

Scale:

1"=200'

Job No.

J04-25.02

Snohomish County Tax Parcel No. 270335003011  
Brightwater Parcel No. 19-1  
King County Temporary Construction Easements

# **EXHIBIT D**

## DOCK REPAIR AND USE AGREEMENT

THIS DOCK REPAIR AND USE AGREEMENT is effective as of September 22, 2006 by and between Paramount of Washington, LLC, a Delaware limited liability company, the successor-in-interest to Paramount of Washington, Inc., a Washington corporation (collectively "**Paramount**") and King County, a political subdivision of the State of Washington ("**King County**").

### I. RECITALS

A. King County has filed its Petition in Eminent Domain in Snohomish County Superior Court, Case No. 05-2-13678-1 (the "**Condemnation Petition**") to take land and related interests in fee and easement for the construction and operation of the Brightwater Regional Wastewater Treatment System and related facilities (the "**Brightwater Project**").

B. Paramount owns certain property (identified in Exhibit A to the Condemnation Petition) needed by King County for the construction and operation of the Brightwater Project (the "**Paramount Property**").

C. The Condemnation Petition provides for the acquisition of different property rights and interests including: (1) rights related to the "Barge Parcel" ("**Barge Parcel**") (Exhibit A hereto) and (2) rights related to the "DNR Parcel" ("**DNR Parcel**") (Exhibit B hereto), both more fully described in the Temporary Barge and Dock Easement in Exhibit G of the Condemnation Petition.

D. On January 31, 2005, King County and Paramount entered into a Stipulation and Agreed Order for Immediate Use and Possession (the "**Use and Possession Agreement**") authorizing King County's use and possession of the property and rights being condemned in the Condemnation Petition, after July 1, 2006.

E. King County may utilize the DNR Parcel and a portion of the Barge Parcel (indicated on Exhibit A hereto) of the Temporary Barge & Dock Easement on the Paramount Property pursuant to the Condemnation Petition, the Use and Possession Agreement, and this Agreement.

F. Paramount has inspected its dock located on the DNR Parcel of the Temporary Barge & Dock Easement (the "**Dock**") and identified improvements it intends to make to its Dock as more specifically set forth in the attached Exhibits C and D hereto (collectively the "**Work**") and Paramount has calculated the estimated costs for such improvements.

G. King County has evaluated the condition of the Dock and Paramount's intended improvements.

H. King County has identified, consistent with Paramount's intended improvements, specific piles to be replaced and other repair work to be performed, including the achievement of specific load standards, as described in the attached Exhibits C and D.

I. The Dock improvements must be completed in order for King County and its contractors to have the option to use the Dock for the Brightwater Project.

J. The parties desire to proceed as set forth herein.

## II. AGREEMENT

NOW, THEREFORE, for and in consideration of the covenants, representations, terms and conditions contained herein, the parties agree as follows:

### A. Dock Repair Work

1. Paramount agrees to contract to have the Work performed in satisfaction of the standards provided herein, and in compliance with standard industry practice.

2. Paramount agrees that the contracted Work shall be in compliance with the terms and conditions of all permits, applicable regulations, and state and federal law. The Parties agree that King County has obtained federal and state environmental permits required for the Work. To the extent Paramount seeks to extend the use of the permits beyond the initial permit period, such extension shall be Paramount's sole responsibility and at its own expense. King County will reasonably cooperate with any effort by Paramount to extend a permit obtained by King County, such cooperation not to be unreasonably conditioned, withheld, or delayed.

3. Paramount is fully responsible for the Work, including the acts and omissions of contractors, subcontractors and persons directly or indirectly hired by them, as Paramount is for the acts and omissions of persons employed by Paramount. No action taken by King County shall make King County responsible for the acts or omissions of any contractor, subcontractor or their employees.

4. Time is of the essence. Paramount will complete the essential elements of the Work identified on Exhibit E in the "Priority" column as "Essential" (the "Essential Work") no later than November 30, 2006 ("Completion Date") to entitle it to the payments described in Paragraph 6.

5. No later than November 24, 2006, or approximately one week before completion of the Essential Work, Paramount will provide written notice to King County that such Essential Work will be complete, and the date of the same. King County will make arrangements to inspect and verify the Essential Work performed within ten (10) days of completion of the Essential Work.

6. Upon King County's approval that the Essential Work has been timely completed, King County will authorize payment of \$150,000.00 to Paramount. Such payment shall also



satisfy King County's use of the DNR Parcel and the Barge Parcel noted on Exhibit A hereto of the Temporary Barge & Dock Basement as described herein. Provided that if King County's contractor elects to use the DNR Parcel to convey spoils, this Agreement does not cover compensation for the use of the area marked as "Concrete Slab" on Exhibit A hereto. In the event King County's contractor elects not to utilize the DNR Parcel to convey spoils, the Parties agree that King County shall not be required to make any additional payment for use of the area marked as "Concrete Slab" on Exhibit B hereto.

7. In the event the Essential Work is not performed by the Completion Date, King County is not obligated to pay Paramount for repairs to the Dock. Paramount's untimely performance, and King County's refusal to pay due to the same, shall not affect King County's right to utilize the Temporary Barge & Dock Easement. In such circumstance, payment will be addressed in the condemnation proceeding.

8. Paramount shall have the right but not the obligation to complete all remaining Work beyond the Essential Work ("Remaining Work") no later than the Completion Date. King County will inspect and verify the Remaining Work performed within ten (10) days of completion of the Remaining Work. Upon King County's approval that the Remaining Work has been timely completed, King County will authorize payment of \$120,000.00 to Paramount. In the event Paramount performs Work in addition to the Essential Work, but does not complete the Remaining Work, King County will pay a pro rata amount for the Work completed, based on a schedule of values for such remaining work as agreed to by the parties. In no event, shall King County be obligated to pay more than \$275,000.00 for the Work.

9. The Brightwater Project contractor may elect not to use the Dock to remove spoils. In such event, Paramount will not need to perform "Center Tap" work. King County will advise Paramount by the later of April 21, 2007, or sixty (60) days after King County gives its selected contractor notice to proceed, whether the "Center Tap" work is necessary. If King County notifies Paramount that the "Center Tap" is necessary, that work will be promptly completed by Paramount. The parties agree King County is entitled to withhold \$5,000.00 until the "Center Tap" work is performed within a commercially reasonable time.

10. Paramount shall document and maintain an adequate testing and inspection program and perform such tests and inspections as are necessary or required to ensure that the Work conforms to the requirements of the Agreement. Paramount shall maintain all documentation related to testing and inspection and make such documentation available to King County at its request.

11. King County may conduct its own inspections as provided herein to ensure that the Work is in accordance with the Agreement. King County will promptly notify Paramount if an inspection reveals that the Work is not in accordance with the Agreement. King County's inspections are for its benefit and do not relieve Paramount of its responsibilities under the Agreement or any liability arising from the Work or the use of the Paramount dock. Neither observations by an inspector retained by King County, the presence or absence of such inspector on the site, nor inspections, tests, or approvals by others, shall relieve Paramount from any

requirement under the Agreement. Inspectors are not authorized to change any term or condition of the Agreement.

12. The payments provided herein are the maximum amounts payable by King County to Paramount for performance of the Work and use of the DNR Parcel and portion of the Barge Parcel of the Temporary Barge & Dock Easement for a 39 month temporary construction easement. Provided, however, that if King County's use of the Dock for tunnel spoil disposal continues after June, 2010, Paramount shall be entitled to additional compensation for the monthly fair market value of such use.

13A. Paramount assumes all risk of injury to its employees, agents, contractors and subcontractors, including loss or damage to property related to or arising out of the Work. To the fullest extent permitted by applicable law, Paramount releases and shall defend, indemnify, and hold harmless King County, including its officers, officials, employees and agents from all liability for direct damages because of bodily injury, personal injury, and property damages proximately caused by Paramount's or its contractor's negligence arising out of or in any way related to the performance and completion of the Work, but only to the extent of Paramount's or its contractor's negligence, as permitted under RCW 4.24.115 as now enacted or hereinafter amended. The duty to indemnify and defend King County shall extend to any claim, demand and/or cause of action brought by or on behalf of any of Paramount's employees or agents. The foregoing duty is specifically and expressly intended to constitute a waiver of Paramount's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects King County only. The parties acknowledge that these provisions were mutually negotiated and agreed upon by them.

13B. King County assumes all risk of injury to its employees, agents, contractors and subcontractors, including loss or damage to property related to or arising out of the Work. To the fullest extent permitted by applicable law, King County releases and shall defend, indemnify, and hold harmless Paramount, including its officers, officials, employees and agents from all liability for direct damages because of bodily injury, personal injury, and property damages proximately caused by King County's or its contractor's negligence arising out of or in any way related to the performance and completion of the Work, but only to the extent of King County's or its contractor's negligence, as permitted under RCW 4.24.115 as now enacted or hereinafter amended. The duty to indemnify and defend Paramount shall extend to any claim, demand and/or cause of action brought by or on behalf of any of King County's employees or agents. The foregoing duty is specifically and expressly intended to constitute a waiver of King County's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects Paramount only. The parties acknowledge that these provisions were mutually negotiated and agreed upon by them.

14. Paramount represents and warrants that its contractor(s) performing the Work maintain appropriate industry insurance for performance of the Work.

#### B. Dock Use

15. As described herein, King County may use the Dock for the Brightwater Project pursuant to the Condemnation Petition which allows for the transportation and removal of spoils from the excavation of the outfall pipeline, tunnel portal and outfall facilities; enables the transportation of the spoils to the dock for removal via conveyor; and all activities as described in Exhibit G to the Condemnation Petition. The Parties agree that the Condemnation Petition is construed in light of this Agreement. If King County's contractor does not elect to use the Dock to remove spoils, the contractor shall maintain the right to use the Dock for project performance such as mooring vessels in a manner that does not conflict with Paramount's right to use the Dock. The parties agree to use commercially reasonable best efforts to coordinate usage of the Dock.

16. If King County's contractor elects to use the Dock to remove spoils, Paramount shall use the Dock as described in this Paragraph. In any calendar month Paramount shall have the right to use the Dock for up to a total of fifteen (15) days (each day to be a 24 hour period) consisting of three (3) periods of up to five (5) consecutive days each (120 consecutive hours) ("Use Periods"). Each such day shall be considered a 24 hour period from 4:00 a.m. to 4:00 a.m. the succeeding day. Paramount must provide King County's project manager seventy-two (72) hours notice before the beginning of any Use Period. King County must have use of the Dock for two consecutive days that do not include a Sunday between any Use Periods. King County has the right to use the Dock any time not chosen by Paramount as a Use Period by Paramount. The foregoing notwithstanding, the Parties agree to cooperate in good faith to allow the Dock to be available to the other party during any period when the Dock is not actually needed for such parties' vessel operations, maintenance, repairs, safety, or security use without additional charge. Such use without additional charge shall include use by King County for site cleanup activities after completion of tunnel spoil removal.

17. Paramount agrees to defend, indemnify and hold King County harmless from any claim by third-parties, including Tesoro Petroleum, that they are entitled to compensation for King County's Temporary Barge & Dock Easement.

18. Subject to the terms and conditions of this Agreement, Paramount represents and warrants to King County that no other party, including Tesoro Petroleum, has the right to utilize the Temporary Barge & Dock Easement during the time periods reserved for King County's use in Paragraph 16 of this Agreement.

19. The Parties agree that in the event King County's contractors do not utilize the Dock for the Brightwater Project, payment made by King County under this Agreement, if any, is not refundable.

20. The Parties agree that no portion of the funds previously deposited by King County in the condemnation action for use and possession shall be applied to the acquisition cost of either the Barge Parcel or the DNR parcel, except to the extent that King County makes any additional payment for the Concrete Slab portion of the Barge Parcel as provided in Paragraph 6 of this Agreement..

21. This Agreement does not preclude Paramount from asserting a claim for physical damage beyond normal wear and tear to the Dock caused by King County or its employees, agents, consultants, contractors, or subcontractors. This Agreement does not create any obligation or liability by King County for Dock damage.

C. Other

22. Any notice required to be given by either party to the other pursuant to the provisions of this Agreement or any law, present or future, shall be in writing and shall be deemed to have been duly given or sent if either delivered personally or deposited in the United States Mail, postage prepaid, addressed to the following:

If to King County:

King County  
Attn: Manager, Wastewater Treatment Division  
Department of Natural Resources and Parks  
Wastewater Treatment Division,  
Major Capital Improvement Program  
201 South Jackson Street, Suite 503  
Seattle, Washington 98104-3855  
Fax: (206) 684-1741

With a copy to:

Verna P. Bromley  
King County Prosecuting Attorneys Office  
Civil Division  
500 4th Avenue, 9th Floor  
Seattle, WA 98104  
Fax: (206) 296-0415

If to Paramount:

Paramount  
Attn: Seven D. Farkas, General Counsel  
14700 Downey Ave.  
Paramount, CA 90723  
Fax: (562) 408-062

With a copy to:

Bullivant Houser Bailey PC  
Attn: Douglas A. Luetjen  
1601 Fifth Avenue, Suite 2300  
Seattle, WA 98101-1618  
Fax: (206) 521-6412

All notices issued under this Agreement shall be deemed received on the second business day after being deposited in the United States mail, or if personally delivered, at the time they are actually hand delivered to the addressee or if sent by facsimile, upon automatic or telephone confirmation of receipt. Each party may change its notice address set forth in this Section by giving notice of a new address to the other party in accordance with this Section.

23. This Agreement shall not be amended except in writing, executed by Paramount and King County. The provisions of this Agreement cannot be waived except by written agreement of the party against whom a waiver may be asserted.

24. Section titles or other headings contained in this Agreement are for convenience only and shall not be part of this Agreement, nor be considered in its interpretation.

25. This Agreement is and shall be binding upon and inure to the benefit of Paramount and King County and their respective affiliates, predecessors, successors and assigns.

26. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall constitute one and the same instrument.

27. By executing this Agreement, none of the parties shall be deemed to have waived, released or contracted away any powers, obligations or responsibilities granted or imposed by law.

28. This Agreement is entered into solely for the mutual benefit of Paramount and King County. This Agreement is not entered into with the intent that it shall benefit any other person and no other such person shall be entitled to be treated as a third-party beneficiary of this Agreement.

29. Each signatory to this Agreement represents that he or she has the authority to enter into this agreement.

30. This Agreement shall be construed and enforced pursuant to the laws of the State of Washington. The parties agree that any provision in this Agreement may be enforced by specific performance in addition to any other remedy otherwise available.

31. In the event a dispute arises under this Agreement, any lawsuit shall be filed in Snohomish County, Washington. Paramount shall continue to perform the Work even if legal proceedings have been commenced, unless King County authorizes ceasing performance or terminates the Agreement.

32. Each party shall bear its own attorneys' fees, costs and expenses.

33. This Agreement constitutes the entire agreement between the parties relative to the matters addressed herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated below.

Paramount of Washington, LLC, a Delaware Limited Liability Company.

Dated: 9/22/06

By: [Signature] Ann P. Mosey  
Its: \_\_\_\_\_

King County

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Pam Bissonnette  
Director, Dept. of Natural Resources & Parks

Approved as to form:

\_\_\_\_\_  
Prosecuting Attorneys Office

KM317000007DDC0DC\_A205

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated below.

Paramount of Washington, LLC, a Delaware Limited Liability Company.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

King County

Dated: \_\_\_\_\_

By: Pam Bissonnette  
Pam Bissonnette  
Director, Dept. of Natural Resources & Parks

Approved as to form:

\_\_\_\_\_  
Prosecuting Attorneys Office

KCM3170100007\DDC\DOC\_A2019

Sent By: Moret-Dallas;

972 732 6180;

Sep-22 7:01PM;

Page 1/1

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated below.

Dated: 9-22-06

Paramount of Washington, LLC, a Delaware Limited Liability Company.

By: [Signature]  
Its: \_\_\_\_\_

ALAN P. MORET  
King County

Dated: \_\_\_\_\_

By: [Signature]  
Pam Bissonnette  
Director, Dept. of Natural Resources & Parks

Approved as to form:

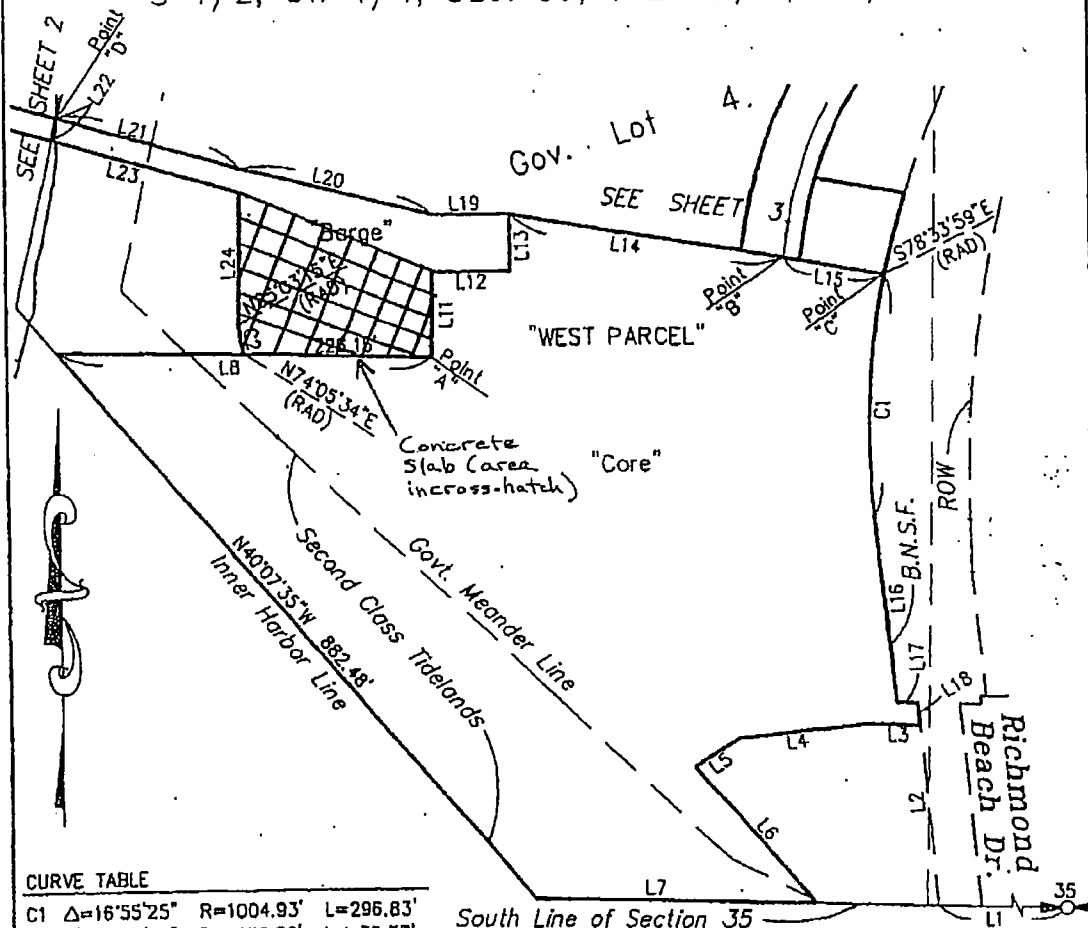
Prosecuting Attorneys Office

KM41700007000000\_0230



**Exhibit A**

S 1/2, SW 1/4, SEC. 35, T 27 N, R. 3 E, W.M.



CURVE TABLE

C1	Δ=16°55'25"	R=1004.93'	L=296.83'
C2	Δ=10°57'41"	R= 189.88'	L= 36.33'

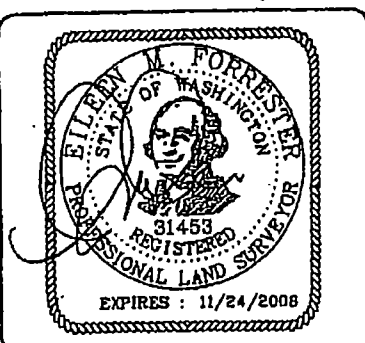
South Line of Section 35

COURSE TABLE

L1	N88°33'35"W	1306.22'	L14	S80°32'53"E	331.29'
L2	N05°29'24"W	221.33'	L15	S80°32'53"E	123.25'
L3	N88°33'35"W	64.24'	L16	S05°29'24"E	229.29'
L4	S83°44'46"W	150.85'	L17	S88°33'35"E	25.18'
L5	S55°49'32"W	62.29'	L18	S05°29'24"E	27.99'
L6	S40°13'07"E	218.50'	L19	WEST	91.40'
L7	N88°33'35"W	335.71'	L20	N76°22'40"W	239.06'
L8	S88°33'35"E	451.30'	L21	N73°24'22"W	228.33'
L9	Deleted		L22	S12°54'53"W	27.28'
L10	Deleted		L23	S73°24'22"E	234.11'
L11	N01°11'25"E	102.98'	L24	S01°11'25"W	158.27'
L12	EAST	93.26'			
L13	N00°21'29"W	68.57'			

SHEET 1 OF 3

12-21-05



Date:

12-21-05

Scale:

1"=200'

Job No.

J04-25.02

Snohomish County Tax Parcel No. 270335003011  
Brightwater Parcel No. 19-1  
King County Temporary Construction Easements

## **Exhibit B**

S 1/2, SW 1/4, SEC. 35, T 27 N, R 3 E, W.M.

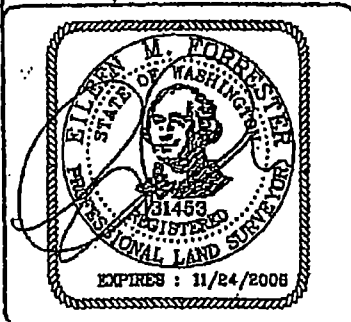
**COURSE TABLE**

L21	N73°24'22"W	228.33'
L22	S12°54'53"W	27.28'
L23	S73°24'22"E	234.11'
L24	S01°11'25"W	158.27'
L25	N73°24'22"W	88.07'
L26	N16°41'54"E	261.76'
L27	N73°24'22"W	104.65'
L28	S72°57'35"E	107.94'
L29	N16°41'54"E	263.05'
L30	S73°24'22"E	89.84'

Line of Extreme Low Tide as  
Shown on Record of Survey by  
Reid Middleton filed under Instr.  
No. 9807135003, Snohomish  
County Records.

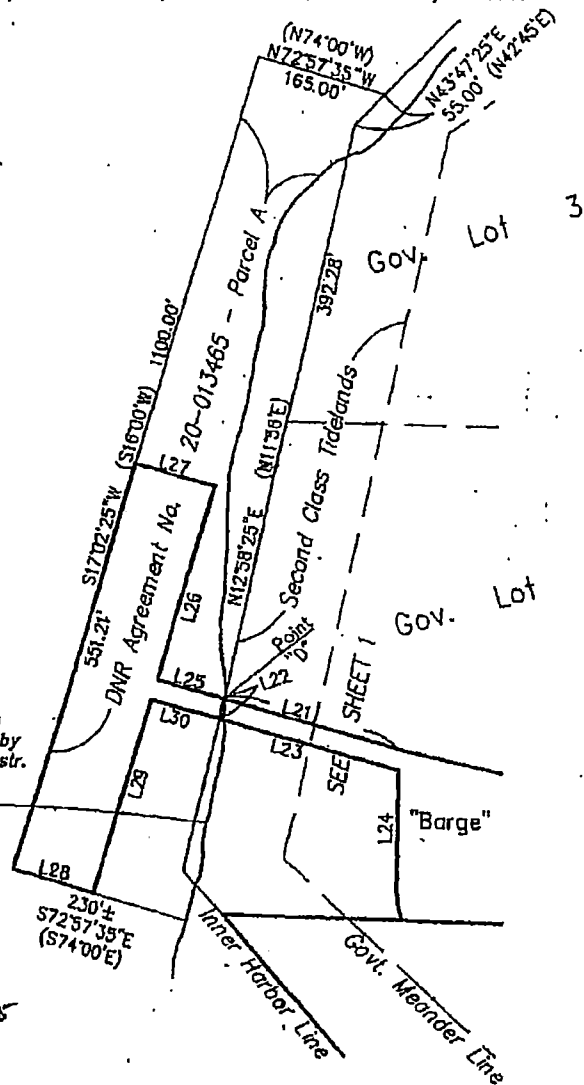
SHEET 2 OF 3

11-8-05



Date  
11-08-05  
Scale  
1"=200'  
Job No.  
J04-23.02

Snohomish County Tax Parcel No. 270335003011  
Brightwater Parcel No. 18-1  
King County Temporary Construction Easements



**Exhibit C**

**EXHIBIT C**  
**PARAMOUNT DOCK IMPROVEMENTS**

**Scope of Work**

The maintenance of the existing Paramount Dock Structure consists of replacement of 18 timber piling and repair of 22 timber piling and 7 timber fender piling. These piling are identified in the three plan sheets in Exhibit B.

All work will be completed such that a positive connection is made between the new or existing piling and dock structure framing. The piling to be replaced will be pulled. If they resist pulling, they will be cut 2 feet below the existing ground level and removed.

**Pile Replacement:**

Replacement piling will be 14-inch diameter steel pipe piling. Steel plates will be used to connect these piling to the existing treated timber caps. All piling within the Temporary Construction Easement (TCE) that are no longer in bearing with the existing pilecap will be shimmed with hardwood shims.

**Pile Repair:**

Piling that have shifted out of their original position will be realigned and reconnected to the existing pilecaps. Steel hardware will be added to provide the connection to the pile and the cap. Piles with extensive checking will be clamped with steel plates to prevent propagation of the checks.

Piling that show evidence of decay only near the top or serious checking will be "fresh headed". The piling will be cut off and a treated block will be placed and secured with steel plates between the top of the cut pile and the pilecap.

All steel material will be hot-dipped galvanized and/or painted with a coating suitable for marine use.

**Oil Boom Center Tap:**

If required as a result of King County's use of the Paramount Dock, construct a center tap for the oil containments boom on the west face of the Paramount Dock at the north end of the easement identified in Exhibit G-1 to the Condemnation Petition.

**Load Rating:**

The Work shall be completed in a manner such that the Wharf structure is capable of meeting both the following criteria:

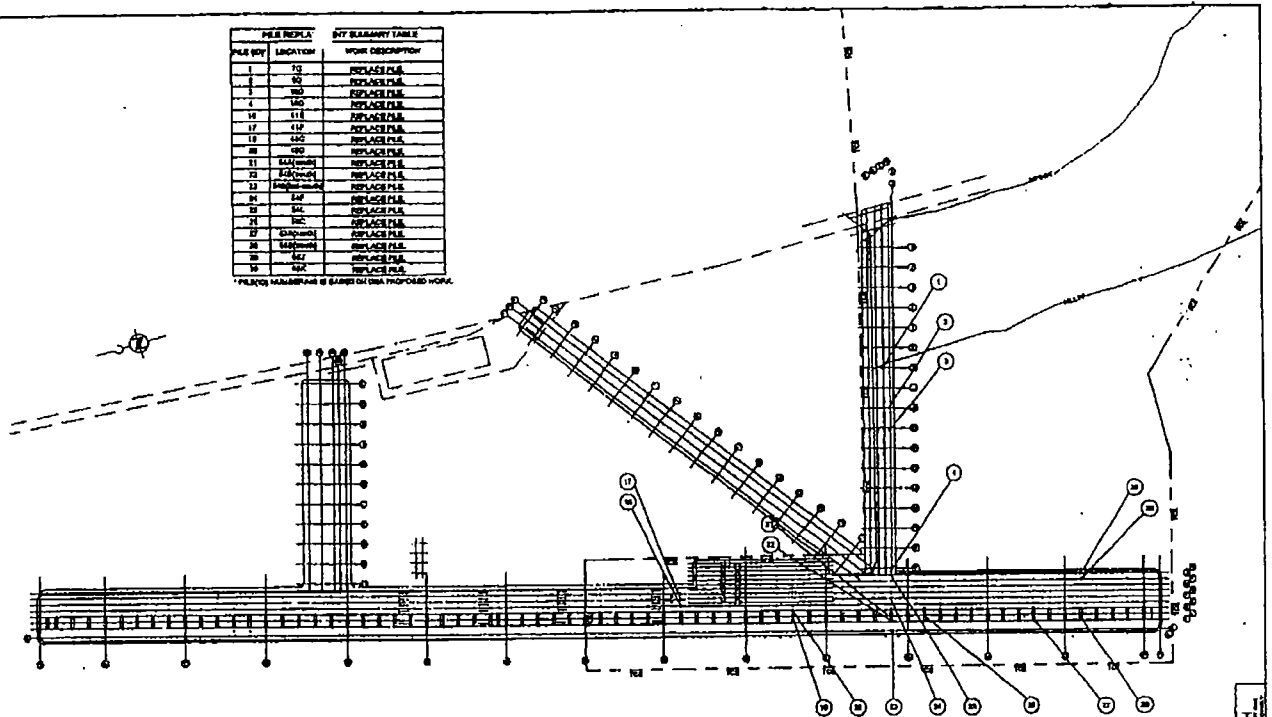
165 pounds per square foot live load                      - or -

H 15-44 truck load with a gross axle weight of 24,000 pounds

## **Exhibit D**

PILE REPLACEMENT SUMMARY TABLE		WORK DESCRIPTION
PILE NO.	LOCATION	
1	70	REPLACE PILE
2	80	REPLACE PILE
3	90	REPLACE PILE
4	100	REPLACE PILE
5	110	REPLACE PILE
6	120	REPLACE PILE
7	130	REPLACE PILE
8	140	REPLACE PILE
9	150	REPLACE PILE
10	160	REPLACE PILE
11	170	REPLACE PILE
12	180	REPLACE PILE
13	190	REPLACE PILE
14	200	REPLACE PILE
15	210	REPLACE PILE
16	220	REPLACE PILE
17	230	REPLACE PILE
18	240	REPLACE PILE
19	250	REPLACE PILE
20	260	REPLACE PILE
21	270	REPLACE PILE
22	280	REPLACE PILE
23	290	REPLACE PILE
24	300	REPLACE PILE
25	310	REPLACE PILE
26	320	REPLACE PILE
27	330	REPLACE PILE
28	340	REPLACE PILE
29	350	REPLACE PILE
30	360	REPLACE PILE

\* PILE NO. 360 IS SUBJECT TO PROPOSED WORK.



# EXHIBIT D

DEPARTMENT OF NATURAL RESOURCES & PARKS  
 ENVIRONMENTAL COMPLIANCE SYSTEM  
 WEST COAST  
 PARAMOUNT DOCK  
 PILE REPLACEMENT PLAN

MWH  
 JACOBS ASSOCIATES  
 A Joint Venture

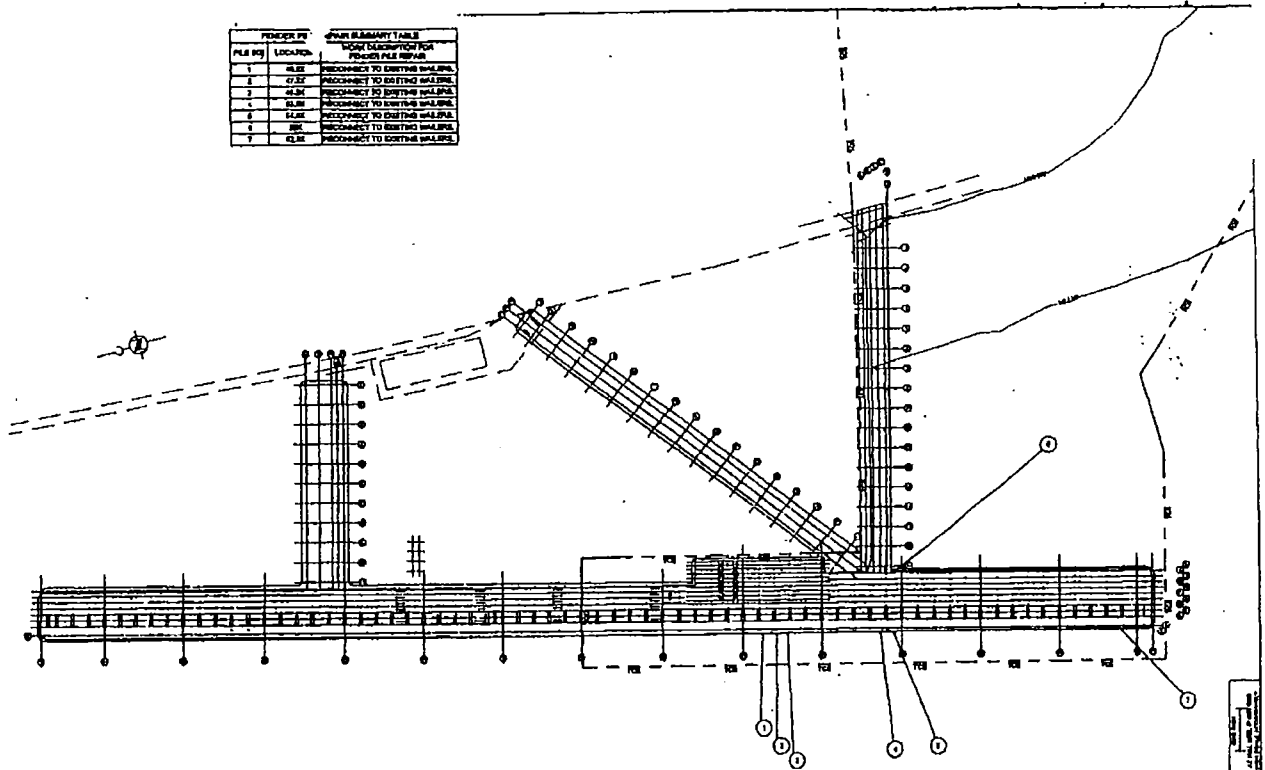
King County

AS 200  
 1/2" = 1'-0"  
 1" = 1'-0"



[illegible]

FENDER PILE		SPAIN SUMMARY TABLE	
FILE NO.	LOCATION	NO. OF PILES	REPAIR TYPE
1	45.32	1	RECONNECT TO EXISTING WALING
2	47.32	1	RECONNECT TO EXISTING WALING
3	49.32	1	RECONNECT TO EXISTING WALING
4	51.32	1	RECONNECT TO EXISTING WALING
5	53.32	1	RECONNECT TO EXISTING WALING
6	55.32	1	RECONNECT TO EXISTING WALING
7	57.32	1	RECONNECT TO EXISTING WALING



# EXHIBIT D

DEPARTMENT OF NATURAL RESOURCES & PARKS  
 SUBWATER CONNECTIONS SYSTEM  
 WEST COAST  
 PARAMOUNT DOCK  
 FENDER PILE REPAIR PLAN

MWH  
 JACOBS ASSOCIATES  
 A Joint Venture

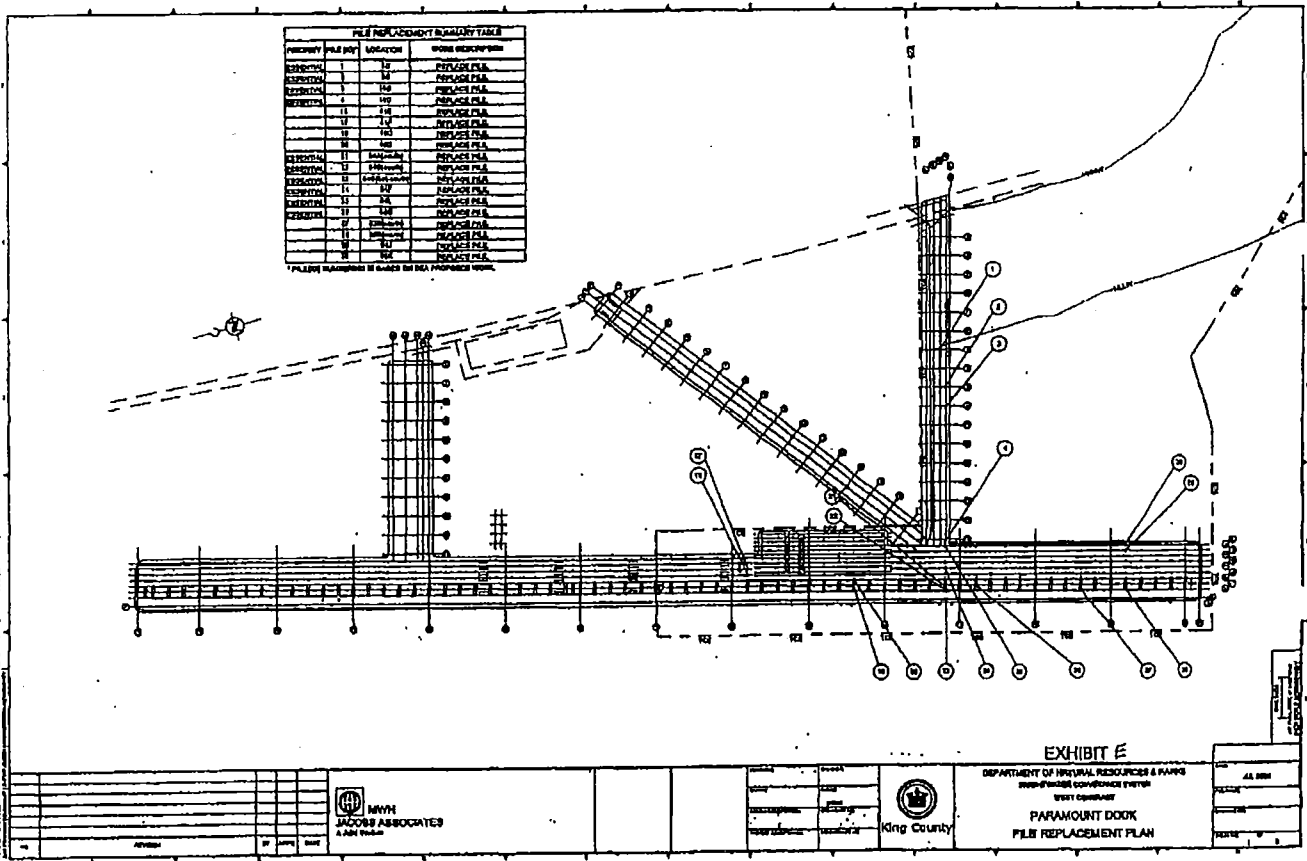


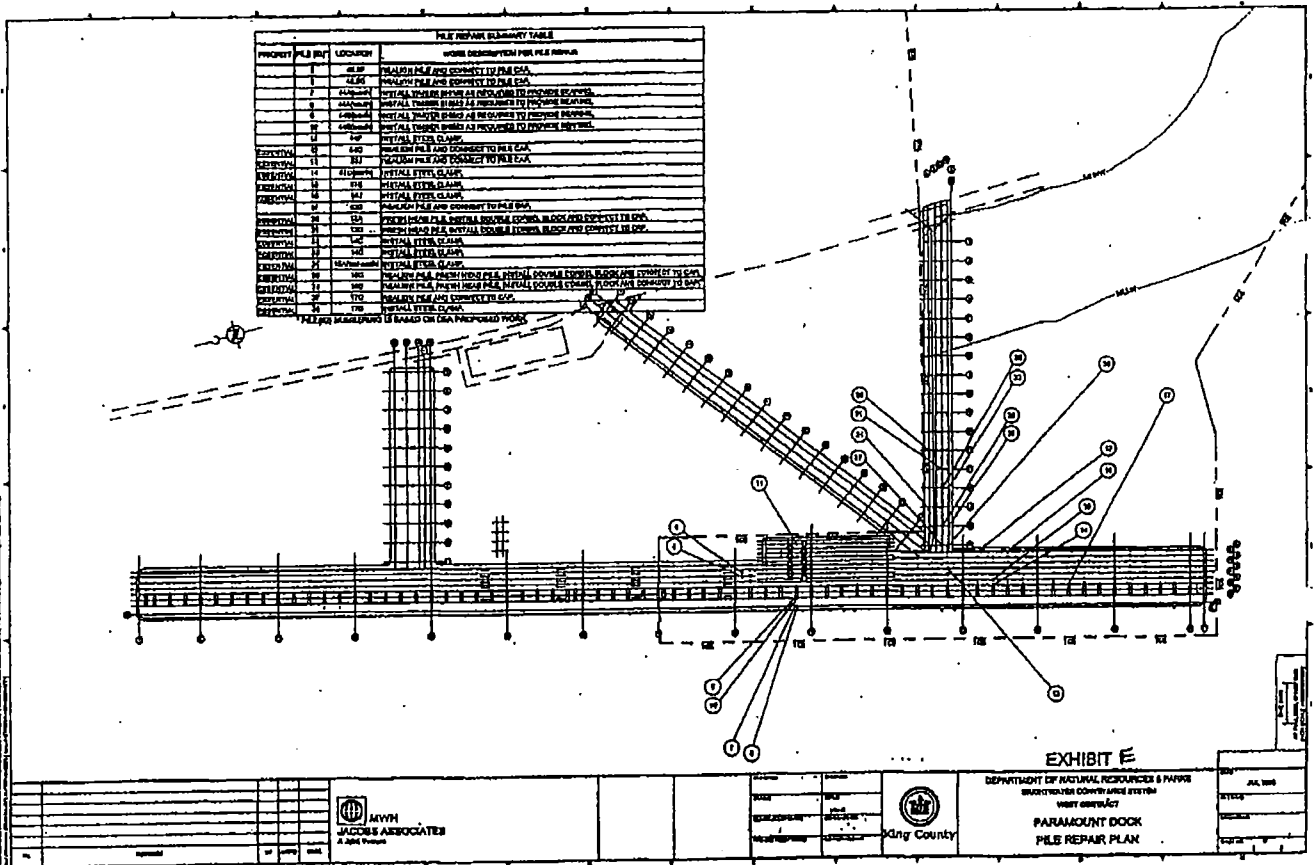
DATE	10/1/00
BY	10/1/00
REVISION	10/1/00
APPROVED	10/1/00

## **Exhibit E**

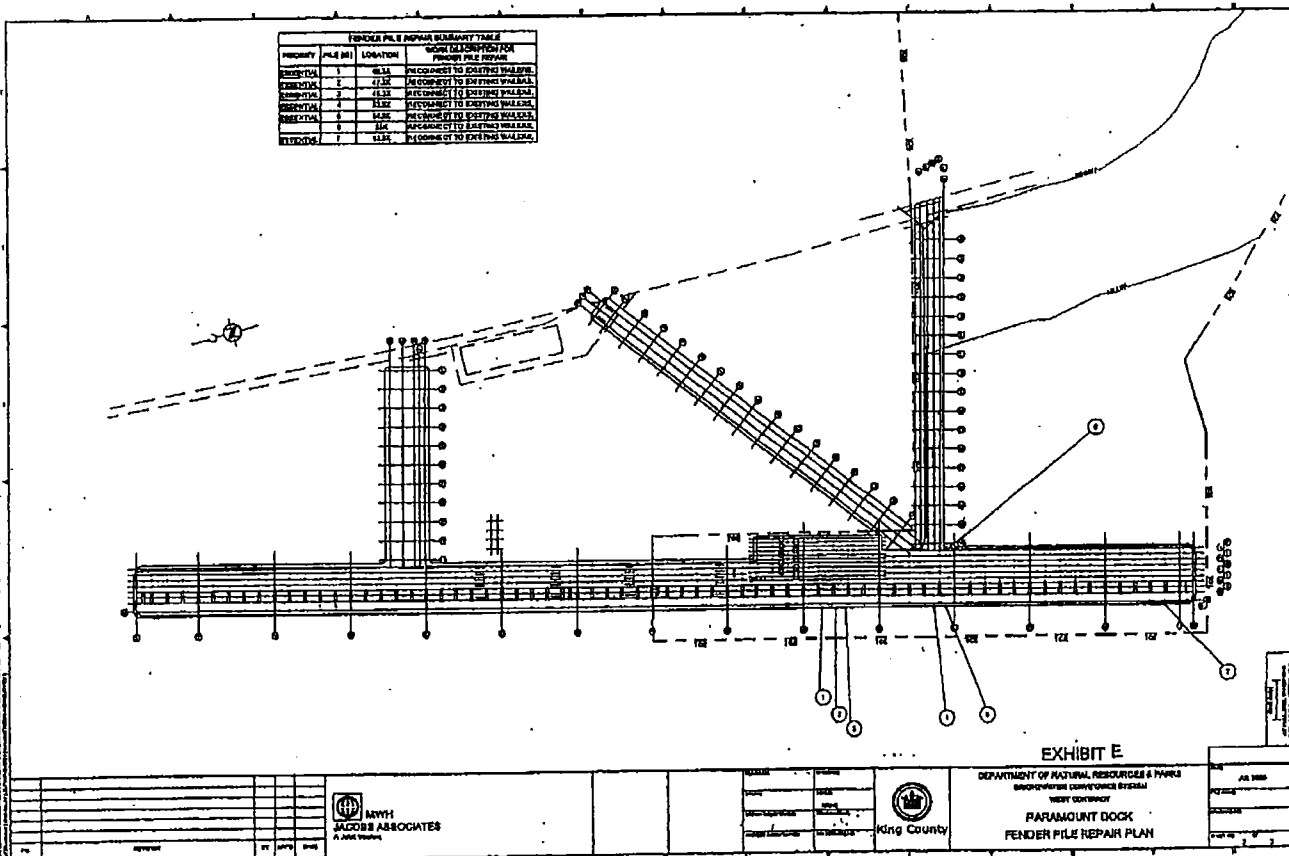
PILE REPLACEMENT SUMMARY TABLE			
PILOT	PILE NO.	LOCATION	PILE DESCRIPTION
RECENTLY	1	12	REPLACE PILE
	2	12	REPLACE PILE
	3	12	REPLACE PILE
	4	12	REPLACE PILE
	5	12	REPLACE PILE
RECENTLY	6	12	REPLACE PILE
	7	12	REPLACE PILE
	8	12	REPLACE PILE
	9	12	REPLACE PILE
	10	12	REPLACE PILE
RECENTLY	11	12	REPLACE PILE
	12	12	REPLACE PILE
	13	12	REPLACE PILE
	14	12	REPLACE PILE
	15	12	REPLACE PILE
RECENTLY	16	12	REPLACE PILE
	17	12	REPLACE PILE
	18	12	REPLACE PILE
	19	12	REPLACE PILE
	20	12	REPLACE PILE
RECENTLY	21	12	REPLACE PILE
	22	12	REPLACE PILE
	23	12	REPLACE PILE
	24	12	REPLACE PILE
	25	12	REPLACE PILE
RECENTLY	26	12	REPLACE PILE
	27	12	REPLACE PILE
	28	12	REPLACE PILE
	29	12	REPLACE PILE
	30	12	REPLACE PILE

1. PILES REMOVED IN PLACE BY SEA PROPOSED WORK.





FENDER PILE REPAIR SUMMARY TABLE			
PRIORITY	PILE (N)	LOCATION	WORK CLASSIFICATION FOR FENDER PILE REPAIR
ESSENTIAL	1	WLS	RECONNECT TO EXISTING WALLS
ESSENTIAL	2	WLS	RECONNECT TO EXISTING WALLS
ESSENTIAL	3	WLS	RECONNECT TO EXISTING WALLS
ESSENTIAL	4	WLS	RECONNECT TO EXISTING WALLS
ESSENTIAL	5	WLS	RECONNECT TO EXISTING WALLS
ESSENTIAL	6	WLS	RECONNECT TO EXISTING WALLS
ESSENTIAL	7	WLS	RECONNECT TO EXISTING WALLS




**RAYTH JACOBS ASSOCIATES**  
 A JACO GROUP

  
 King County

**EXHIBIT E**  
 DEPARTMENT OF NATURAL RESOURCES & PARKS  
 BROWNFATHER CONVEYANCE SYSTEM  
 WEST CONDUIT  
**PARAMOUNT DOCK**  
**FENDER PILE REPAIR PLAN**

DATE: JAN 2000  
 PROJECT: FENDER PILE REPAIR  
 DRAWING: EXHIBIT E

## Return Address.

Snohomish County  
Planning & Development Services  
3000 Rockefeller Ave, 5<sup>th</sup> Floor, M/S #604  
Everett, WA 98201-4046



200405180215 14 PGS  
05-18-2004 09:22am \$78.00  
SNOHOMISH COUNTY, WASHINGTON

## AFFIDAVIT OF BOUNDARY LINE ADJUSTMENT

RECEIVED

MAR 01 2004

PLANNING & DEVELOPMENT  
SERVICES - RIGHT OF WAY

DATE STAMP

FILE NO. 04 109874SEC 35 TWP 27 N RNG 03 ERelated Subdivision SW 1/4Zoning RU - RURALReceived by: N/O

UNDER CHAPTER 30 SCC)  
STATE OF WASHINGTON)  
COUNTY OF SNOHOMISH)

Name of Conveyor(s): CHEVRON-TEXACO

Address: 2613 CAMINO RAMON SAN RAMON, CA 94583  
City State Zip  
Telephone: (W) 925-973-4458  
(H) \_\_\_\_\_  
Name of Receiver(s): SAME AS ABOVE  
Property Tax Account Number:  
27033500301100  
27033500300800  
27033500300900  
27033500301000

Address: \_\_\_\_\_  
City State Zip  
Telephone: (W) \_\_\_\_\_  
(H) \_\_\_\_\_  
Property Tax Account Number: \_\_\_\_\_

Contact Person (if different than owners): PAUL CORNWELL

Address: 2906 COLBY AVENUE EVERETT WA 98201  
City State Zip  
Telephone: (W) 425-259-5500  
(H) \_\_\_\_\_  
Method of Sewage Disposal:  
PUBLIC SEWER

FSE

# VICINITY MAP

Include North  
arrow and scale

(May be submitted on  
separate sheet)

SEE ATTACHED VICINITY MAP

(NOT AN INSTRUMENT TO CONVEY NOR OF CONVEYANCE)

1. **Current Ownership.** The undersigned are the respective owners of the following legally described parcels of property lying adjacent to each other (use additional pages if necessary or reference to "see attached"):

a. Parcel No. 1 (Conveyor): /RECEIVER SEE ATTACHED CONVEYOR

EXISTING LEGAL DESCRIPTION

constituting approximately 17.30 acres or 753,686 square feet.

b. Parcel No. 2 (Receiver): /CONVEYOR SEE ATTACHED RECEIVER

EXISTING LEGAL DESCRIPTION

constituting approximately 15.49 acres or 674,881 square feet.

2. **Proposed Conveyance.** The undersigned are considering the transfer of ownership of the following portion of the above described conveyor's ownership to the receiver:

SEE ATTACHED PROPOSED CONVEYANCE LEGAL DESCRIPTIONS, PARCEL 1 TO

PARCEL 2 CONSTITUTING 0.70 ACRES OR 31,769 SQUARE FEET AND PARCEL 2

TO PARCEL 1

constituting approximately 4.42 acres or 192,527 square feet.

(For additional conveyances, attach separate sheet.)



3 **Boundary Line Adjustment.** It is the intent of the undersigned that the proposed conveyance would constitute a boundary line adjustment. Accordingly, it is represented and understood by the undersigned that

- a. The proposed conveyance would not detrimentally affect access to the preceding parcels,
- b. Each resulting lot has an accessible building area as defined by SCC 30.41E unless a building area does not exist on the original lot(s). This requirement shall not apply to lots that are zoned commercial or industrial;
- c. County approval of this boundary line adjustment does not guarantee or imply that the subject property may be developed or subdivided, and that boundary line adjustment approval may not be grounds for approval of subsequent modification or variance requests;
- d. No new lot would be created by the proposed conveyance, but rather the conveyed property together with the receiver's existing ownership, described on the preceding page would constitute a single lot and be described as follows:

SEE ATTACHED RECEIVER NEW LEGAL DESCRIPTION

---



---

constituting approximately 11.58 acres or 504,594 square feet

- e. The conveyer's ownership after the proposed conveyance would not be reduced in size below the minimum required square footage nor would it violate other Zoning Code requirements. The conveyer's ownership would now be described as follows.

SEE ATTACHED CONVEYOR NEW LEGAL DESCRIPTION

---



---

constituting approximately 20.99 acres or 914,444 square feet.

4. **Signatures.** The signatures below are of the owner(s) of the property and must be signed in the presence of a notary public. Use the attached acknowledgement(s) as necessary

(NOT AN INSTRUMENT TO CONVEY NOR OF CONVEYANCE)

Conveyor:

Signature

Assistant Secretary

(Typed or Printed)

Date

Conveyor:

Signature

Date

(Typed or Printed)

Receiver

Signature

Assistant Secretary

(Typed or Printed)

Date

Receiver

Signature

Date

(Typed or Printed)

#### DETERMINATION

On the basis of the representations hereby submitted, I conclude that the proposed Boundary Line Adjustment is consistent with applicable county plans and development regulations and that the proposed Boundary Line Adjustment is approved under the provisions of Chapter 30 41E, Snohomish County Code

Name

Date

for the Director of PDS or Hearing Examiner pursuant to SCC 30 41E 100(6)

# NOTARY CERTIFICATION

## Representative Acknowledgement:

CALIFORNIA  
STATE OF WASHINGTON )  
CONTRA COSTA ) SS  
COUNTY OF SNOHOMISH )

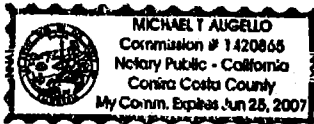
I certify that I know or have satisfactory evidence that DENNIS STRUPITT is the person who appeared before me, and said person acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) was/were authorized to execute the instrument and acknowledged it as the ASSISTANT SECRETARY of Cheron U.S.A. INC. to be (name of authority, e.g. officer, trustee, etc.) (name of party on behalf of who instrument was executed) the free and voluntary act of such party for the uses and purposes mentioned in the instrument

SUBSCRIBED AND SWORN to me this 4th day of February, 2007.

Michael T. Augello  
(Signature)

MICHAEL T. AUGELLO

(Printed Name)



Notary Public in and for the State of CALIFORNIA,  
residing at 2613 Camino Ramon,  
SAN RAMON, CA 94583  
My appointment expires JUNE 25, 2007

CONVEYOR - RECEIVER  
PARCEL 1  
(PARCEL H PER TITLE REPORT)  
EXISTING LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND OF GOVERNMENT LOT 3 AND OF VACATED HEBERLEIN ROAD, ACCORDING TO THE VOLUME 44 OF COMMISSIONER'S RECORDS, PAGE 44, ALL IN SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W M, LYING EASTERLY OF THE EASTERLY RIGHT OF WAY LINE OF THAT CERTAIN STRIP OF LAND CONVEYED TO SEATTLE AND MONTANA RAILWAY COMPANY BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 6220, NORTHERLY OF A LINE BEGINNING AT A POINT 60 RODS NORTH FROM THE QUARTER SECTION POST ON THE SOUTH BOUNDARY OF SAID SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W M, THENCE WESTERLY ON A LINE PARALLEL WITH THE SOUTH BOUNDARY OF SAID SECTION 35, AND SOUTHERLY OF A LINE DESCRIBED AS FOLLOWS

BEGINNING AT A POINT IN THE WESTERLY LINE OF SAID SEATTLE & MONTANA RAILWAY COMPANY'S RIGHT OF WAY IN SAID SECTION 35, 1708 2 FEET NORTH OF THE SOUTH BOUNDARY OF SAID SECTION 35 AS PRODUCED FROM THE SOUTHEAST CORNER OF SAID SECTION TO THE QUARTER CORNER OF THE SOUTH LINE OF SAID SECTION WHICH POINT IS KNOWN AS THE INITIAL POINT OF THIS DESCRIPTION, AND IS ALSO THE INITIAL POINT OF THE ELLIOTT BAY IRON WORKS PROPERTY, AS DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NUMBER 141944, WHICH INITIAL POINT IS MARKED WITH A MONUMENT CONSISTING OF AN IRON PIPE DRIVEN APPROXIMATELY 5 FEET INTO THE GROUND, THENCE SOUTH  $89^{\circ} 17' 45''$  EAST PARALLEL TO THE SOUTH LINE OF SECTION 35 A DISTANCE 1006 06 FEET TO THE EAST LINE OF GOVERNMENT LOT 3, AT WHICH POINT THERE IS A MONUMENT CONSISTING OF AN IRON PIPE DRIVEN APPROXIMATELY 5 FEET INTO THE GROUND, THENCE NORTH  $0^{\circ} 03' 42''$  EAST ALONG THE EAST LINE OF GOVERNMENT LOT 3, A DISTANCE OF 23148 FEET AT WHICH POINT THERE IS A MONUMENT CONSISTING OF AN IRON PIPE DRIVEN APPROXIMATELY 5 FEET INTO THE GROUND AND THE END OF SAID LINE DESCRIPTION,

EXCEPT THAT PORTION, IF ANY, CONVEYED TO SEATTLE & MONTANA RAILWAY COMPANY BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 120070

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

CONTAINING 17 30 ACRES OR 753,686 SQUARE FEET

RECEIVER-CONVEYOR  
 PARCEL 2  
 (PARCEL E PER TITLE REPORT)  
 EXISTING LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND OF GOVERNMENT LOT 4 AND OF VACATED HEBERLEIN ROAD, ACCORDING TO VOLUME 44 OF COMMISSIONER'S RECORDS, PAGE 44 IN SECTION 35, TOWNSHIP 27, RANGE 3 EAST, W M, AND OF LOT 4, EDMONDS TIDE LANDS, ACCORDING TO MAP ON FILE IN OLYMPIA, WASHINGTON ENTITLED 'PLAT OF TIDE LANDS OF THE FIRST CLASS AT THE TOWN OF EDMONDS' DESCRIBED AS FOLLOWS

BEGINNING AT A POINT ON THE WEST LINE OF THAT CERTAIN STRIP OF LAND CONVEYED TO SEATTLE & MONTANA RAILWAY COMPANY, NOW KNOWN AS THE BURLINGTON NORTHERN INC, A DELAWARE CORPORATION, BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 5277 WHICH IS 560 46 FEET NORTH AND 1393 68 FEET WEST FROM THE QUARTER SECTION CORNER IN THE SOUTH LINE OF SAID SECTION, AND IS ALSO THE SOUTHEAST CORNER OF PROPERTY CONVEYED TO STANDARD OIL COMPANY BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 559040 LYING WESTERLY OF SAID RIGHT OF WAY,

THENCE NORTH 89° 30' 46" WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION, 695 97 FEET TO THE GOVERNMENT MEANDER LINE OF PUGET SOUND, SAID MEANDER LINE BEING THE EASTERLY LINE OF SAID LOT 4, EDMONDS TIDE LANDS,

THENCE NORTH 46° 58' 20" WEST ALONG SAID MEANDER LINE, 147 44 FEET,

THENCE NORTH 89° 30' 46" WEST, 163 21 FEET TO THE WESTERLY LINE OF SAID LOT 4, EDMONDS TIDE LANDS,

THENCE SOUTH 41° 17' 17" EAST ALONG THE SAID WESTERLY LINE, 537 43 FEET TO A POINT ON A LINE 247 5 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 35, PRODUCED WEST,

THENCE ALONG THE SAID PARALLEL LINE, SOUTH 89° 30' 46" EAST 241 96 FEET TO THE SAID MEANDER LINE,

THENCE NORTH 46° 58' 20" WEST ALONG THE SAID MEANDER LINE 14 79 FEET TO A LINE WHICH IS 257 5 FEET NORTH OF AND PARALLEL TO THE SAID SOUTH LINE OF SECTION 35 PRODUCED WEST,

THENCE ALONG THE SAID PARALLEL LINE, SOUTH 89° 30' 46" EAST 674 86 FEET TO A POINT ON SAID LINE 1100 27 FEET WESTERLY (MEASURED ALONG SAID LINE), FROM ITS INTERSECTION WITH THE EAST BOUNDARY OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER,

THENCE PARALLEL TO SAID EAST BOUNDARY NORTH 0° 02' 39" EAST, 259 23 FEET,

THENCE PARALLEL TO THE SOUTH BOUNDARY OF SAID SECTION 35, SOUTH 89° 30' 46" EAST 453 60 FEET,

THENCE SOUTH 0° 02' 39" WEST 34 70 FEET,

THENCE SOUTH 89° 30' 46" EAST 616 67 FEET TO THE WEST MARGIN OF A COUNTY ROAD, SAID WEST MARGIN BEING 30 FEET WEST OF THE EAST BOUNDARY OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER,

THENCE ALONG THE SAID WEST MARGIN, NORTH 0° 02' 39" EAST 34 70 FEET,

THENCE NORTH 89° 30' 46" WEST 490 27 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO THE J M COLMAN COMPANY TO OSCAR E JENSEN AS RECORDED IN VOLUME 203 OF DEEDS, PAGE 203, RECORDS OF SNOHOMISH COUNTY, WASHINGTON,

THENCE ALONG THE WEST LINE OF SAID JENSEN TRACT, NORTH 0° 02' 39" EAST, 475 24 FEET TO THE SOUTHERLY BOUNDARY OF A TRACT OF LAND ACQUIRED BY THE STANDARD OIL COMPANY OF CALIFORNIA BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 168802 (AS THE SAID SOUTHERLY BOUNDARY IS FIXED BY DECREE ENTERED IN SNOHOMISH COUNTY TITLE REGISTRATION CAUSE NO 5, ENTITLED J C VAN ECK, PLAINTIFF VS DANIEL HINES ET AL, DEFENDANTS),

THENCE ALONG THE SAID SOUTHERLY BOUNDARY AS FIXED BY SAID DECREE NORTH 89° 17' 45" WEST, 788 60 FEET TO THE WESTERLY MARGIN OF SAID SEATTLE & MONTANA RAILWAY COMPANY'S RIGHT OF WAY,  
THENCE ALONG THE SAID RIGHT OF WAY MARGIN SOUTH 22° 54' 30" WEST 18 15 FEET TO A POINT OF CURVE,  
THENCE ON A CURVE TO THE LEFT OF RADIUS 1005 37 FEET, A DISTANCE OF 439 54 FEET TO THE PLACE OF BEGINNING,

EXCEPT THE RIGHT OF WAY OF SEATTLE & MONTANA RAILWAY COMPANY AS CONVEYED BY DEEDS RECORDED UNDER AUDITOR'S FILE NUMBER 5277 AND 120070,

TOGETHER WITH TIDELANDS OF THE SECOND CLASS SITUATE IN FRONT OF, ADJACENT TO, OR ABUTTING UPON THE ABOVE DESCRIBED PORTION OF GOVERNMENT LOT 4, AS CONVEYED BY THE STATE OF WASHINGTON BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 758480

CONTAINING 15.49 ACRES OR 674,881 SQUARE FEET

PROPOSED CONVEYANCE  
PARCEL 2 TO PARCEL 1  
LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W M, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (THE BEARINGS OF THIS DESCRIPTION ARE BASED ON THE WASHINGTON COORDINATE SYSTEM, NORTH ZONE, NAD 83-91)

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35, THENCE NORTH 01°11'56" EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION A DISTANCE OF 991 97 FEET (60 RODS BY DEED), THENCE NORTH 88°33'35" WEST A DISTANCE OF 520 27 FEET TO THE POINT OF BEGINNING OF THIS PARCEL DESCRIPTION, THENCE SOUTH 01°11'56" WEST A DISTANCE OF 455 24 FEET, THENCE NORTH 88°33'35" WEST A DISTANCE OF 422 92 FEET, THENCE NORTH 01°11'56" EAST A DISTANCE OF 455 24 FEET, THENCE SOUTH 88°33'35" EAST A DISTANCE OF 422 92 FEET TO THE POINT OF BEGINNING AND TERMINUS OF THIS DESCRIPTION

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

CONTAINING 4 4 ACRES OR 192,527 SQUARE FEET

CONVEYOR - RECEIVER  
PARCEL 1  
NEW LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND OF GOVERNMENT LOT 3 AND OF VACATED HEBERLEIN ROAD, ACCORDING TO VOLUME 44 OF COMMISSIONER'S RECORDS, PAGE 44, ALL IN SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W M, LYING EASTERLY OF THE EASTERLY RIGHT OF WAY LINE OF THE SEATTLE AND MONTANA RAILWAY COMPANY, NOW KNOWN AS THE BURLINGTON NORTHERN SANTA FE RAILWAY, BY DEED RECORDED UNDER AUDITOR'S FILE NUMBERS 5277, 6220 AND 120070, DESCRIBED AS FOLLOWS (THE BEARINGS OF THIS DESCRIPTION ARE BASED ON THE WASHINGTON COORDINATE SYSTEM, NORTH ZONE, NAD 83-91)

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35, THENCE NORTH  $01^{\circ}11'56''$  EAST ALONG THE NORTH-SOUTH CENTERLINE LINE OF SAID SECTION 991 97 FEET (60 RODS BY DEED) TO THE POINT OF BEGINNING OF THIS PARCEL DESCRIPTION, THENCE NORTH  $88^{\circ}33'35''$  WEST A DISTANCE OF 520 27 FEET, THENCE SOUTH  $01^{\circ}11'56''$  WEST A DISTANCE OF 455 24 FEET, THENCE NORTH  $88^{\circ}33'35''$  WEST A DISTANCE OF 422 92 FEET THENCE NORTH  $01^{\circ}11'56''$  EAST A DISTANCE OF 455 24 FEET, THENCE NORTH  $31^{\circ}23'34''$  WEST A DISTANCE OF 291 15 FEET TO THE EAST MARGIN OF SAID RAILWAY RIGHT OF WAY, THENCE NORTH  $24^{\circ}02'46''$  EAST ALONG SAID MARGIN 510 84 FEET, THENCE SOUTH  $88^{\circ}33'35''$  EAST A DISTANCE OF 901 66 FEET, MORE OR LESS, TO SAID NORTH-SOUTH LINE, THENCE SOUTH  $01^{\circ}11'56''$  WEST ALONG SAID LINE A DISTANCE OF 716 24 FEET TO THE POINT OF BEGINNING AND THE TERMINUS OF THIS DESCRIPTION

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

CONTAINING 20 99 ACRES OR 914,444 SQUARE FEET



RECEIVER-CONVEYOR  
 PARCEL 2  
 NEW LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND OF GOVERNMENT LOT 4 AND OF VACATED HEBERLEIN ROAD, ACCORDING TO VOLUME 44 OF COMMISSIONER'S RECORDS, PAGE 44 AND OF A PORTION OF LOT 4, EDMONDS TIDE LANDS, ACCORDING TO THE MAP ON FILE IN OLYMPIA, WASHINGTON ENTITLED "PLAT OF TIDE LANDS OF THE FIRST CLASS AT THE TOWN OF EDMONDS", ALL IN SECTION 35, TOWNSHIP 27, RANGE 3 EAST, W M, SAID PARCEL MORE PARTICULARLY DESCRIBED AS FOLLOWS (THE BEARINGS OF THIS PARCEL DESCRIPTION ARE BASED ON THE WASHINGTON COORDINATE SYSTEM, NORTH ZONE, NAD 83-91)

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35, THENCE NORTH  $01^{\circ}11'56''$  EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION A DISTANCE OF 991.97 FEET (60 RODS BY DEED), THENCE NORTH  $88^{\circ}33'35''$  WEST A DISTANCE OF 943.19 FEET TO THE POINT OF BEGINNING OF THIS PARCEL DESCRIPTION, THENCE SOUTH  $01^{\circ}11'56''$  WEST A DISTANCE OF 455.24 FEET, THENCE SOUTH  $88^{\circ}33'35''$  EAST A DISTANCE OF 422.92 FEET, THENCE SOUTH  $01^{\circ}11'56''$  WEST A DISTANCE OF 2000 FEET, THENCE SOUTH  $88^{\circ}33'35''$  EAST A DISTANCE OF 490.27 FEET TO THE WEST MARGIN OF 116<sup>TH</sup> AVENUE SW, THENCE SOUTH  $01^{\circ}11'56''$  WEST ALONG SAID MARGIN A DISTANCE OF 34.70 FEET, THENCE NORTH  $88^{\circ}33'35''$  WEST A DISTANCE OF 616.67 FEET, THENCE NORTH  $01^{\circ}11'56''$  EAST A DISTANCE OF 34.70 FEET, THENCE NORTH  $88^{\circ}33'35''$  WEST A DISTANCE OF 453.60 FEET, THENCE SOUTH  $01^{\circ}11'56''$  WEST A DISTANCE OF 259.23 FEET, THENCE NORTH  $88^{\circ}33'35''$  WEST A DISTANCE OF 153.56, MORE OR LESS, TO THE EASTERLY RIGHT OF WAY LINE OF THE SEATTLE & MONTANA RAILWAY COMPANY, NOW KNOWN AS THE BURLINGTON NORTHERN SANTA FE RAILWAY AND A POINT HEREINAFTER KNOWN AS POINT "A", THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES NORTH  $05^{\circ}29'24''$  WEST A DISTANCE OF 153.31 FEET, THENCE NORTH  $01^{\circ}36'06''$  WEST A DISTANCE OF 65.00 FEET TO THE BEGINNING OF A 1382.70 FOOT RADIUS TANGENT CURVE TO THE RIGHT, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $21^{\circ}46'17''$  AN ARC DISTANCE OF 525.40 FEET, THENCE NORTH  $88^{\circ}33'35''$  WEST A DISTANCE OF 1.50 FEET, THENCE NORTH  $24^{\circ}02'46''$  EAST A DISTANCE OF 265.00 FEET, THENCE SOUTH  $31^{\circ}23'34''$  EAST A DISTANCE OF 291.15 FEET TO THE POINT OF BEGINNING,

TOGETHER WITH A PARCEL LYING WESTERLY OF SAID RAILWAY AND COMMENCING AT AFORESAID POINT "A", THENCE NORTH  $88^{\circ}33'35''$  WEST A DISTANCE OF 107.79 TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID RAILWAY AND THE POINT OF BEGINNING, THENCE CONTINUING NORTH  $88^{\circ}33'35''$  WEST A DISTANCE OF 414.54 FEET, MORE OR LESS, TO THE GOVERNMENT MEANDER LINE, THENCE SOUTH  $45^{\circ}57'35''$  EAST ALONG SAID LINE A DISTANCE OF 14.77 FEET, THENCE NORTH  $88^{\circ}33'35''$  WEST A DISTANCE OF 240.88 FEET TO THE WESTERLY LINE OF SAID LOT 4 OF EDMONDS TIDE LANDS, THENCE NORTH  $40^{\circ}07'35''$  WEST ALONG SAID LINE A DISTANCE OF 551.68 FEET, THENCE SOUTH  $88^{\circ}33'35''$  EAST A DISTANCE OF 158.05 FEET TO SAID MEANDER LINE, THENCE SOUTH  $45^{\circ}57'35''$  EAST ALONG SAID LINE A DISTANCE OF 147.44 FEET, THENCE SOUTH  $88^{\circ}33'35''$  EAST A DISTANCE OF 710.85 FEET, MORE OR LESS TO SAID WESTERLY RIGHT OF WAY LINE AND THE BEGINNING OF A 1004.93 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $04^{\circ}52'56''$  AN ARC DISTANCE OF 85.63 FEET, THENCE SOUTH  $05^{\circ}29'24''$  EAST A DISTANCE OF 219.22 FEET TO SAID POINT "A" AND THE POINT OF BEGINNING

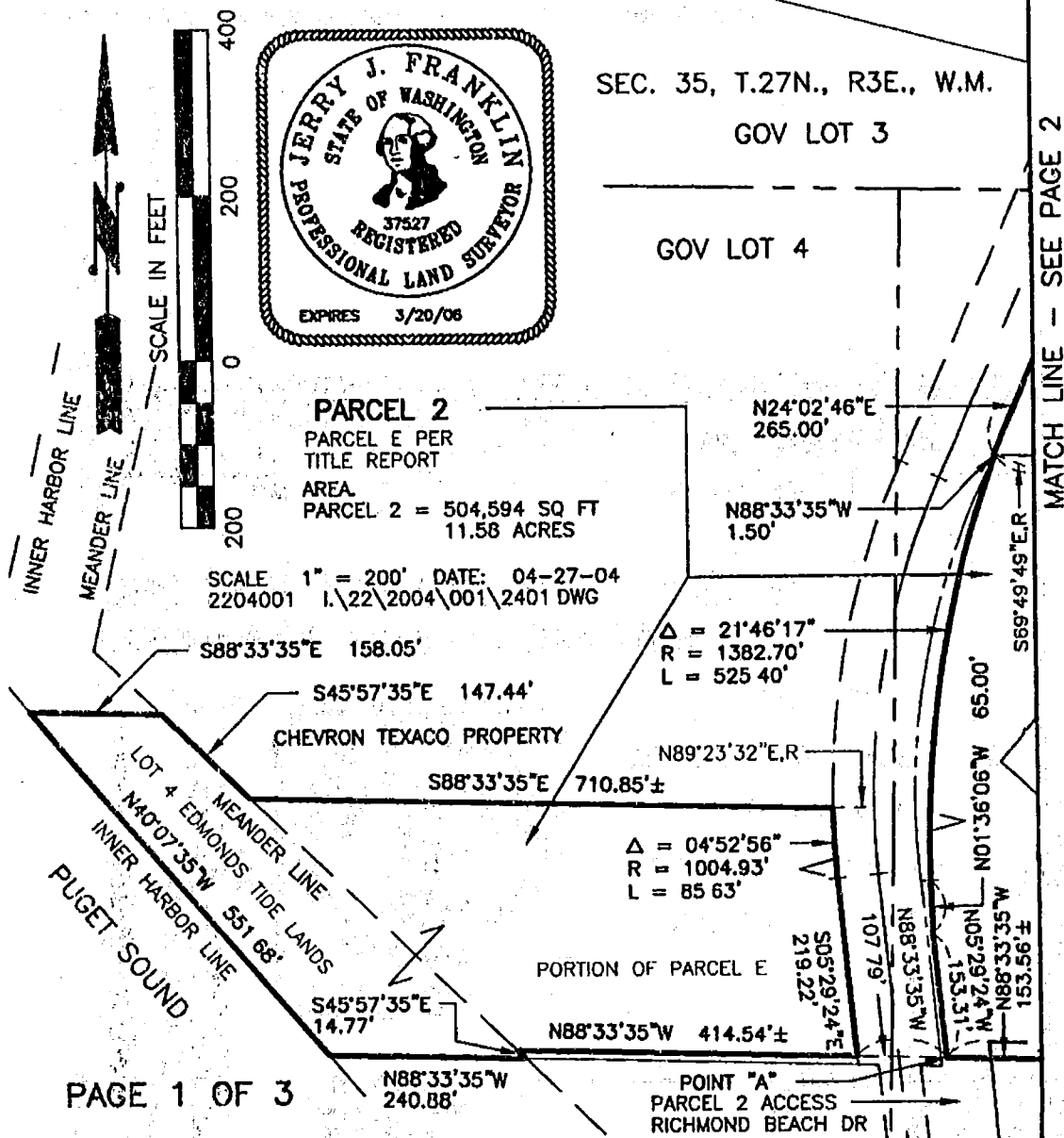
SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

CONTAINING 504,594 SQUARE FEET OR 11.58 ACRES MORE OR LESS

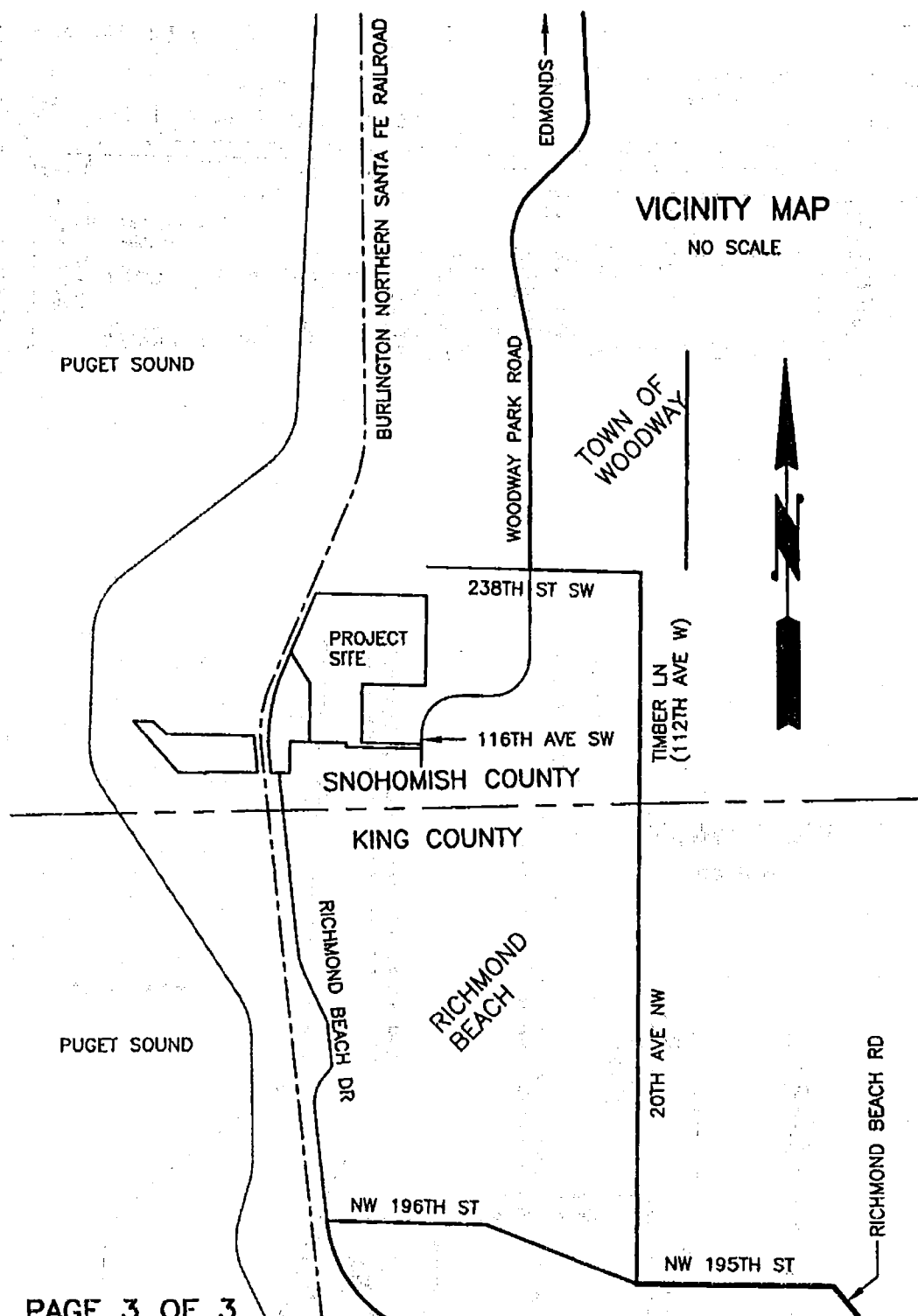
# Reid Middleton

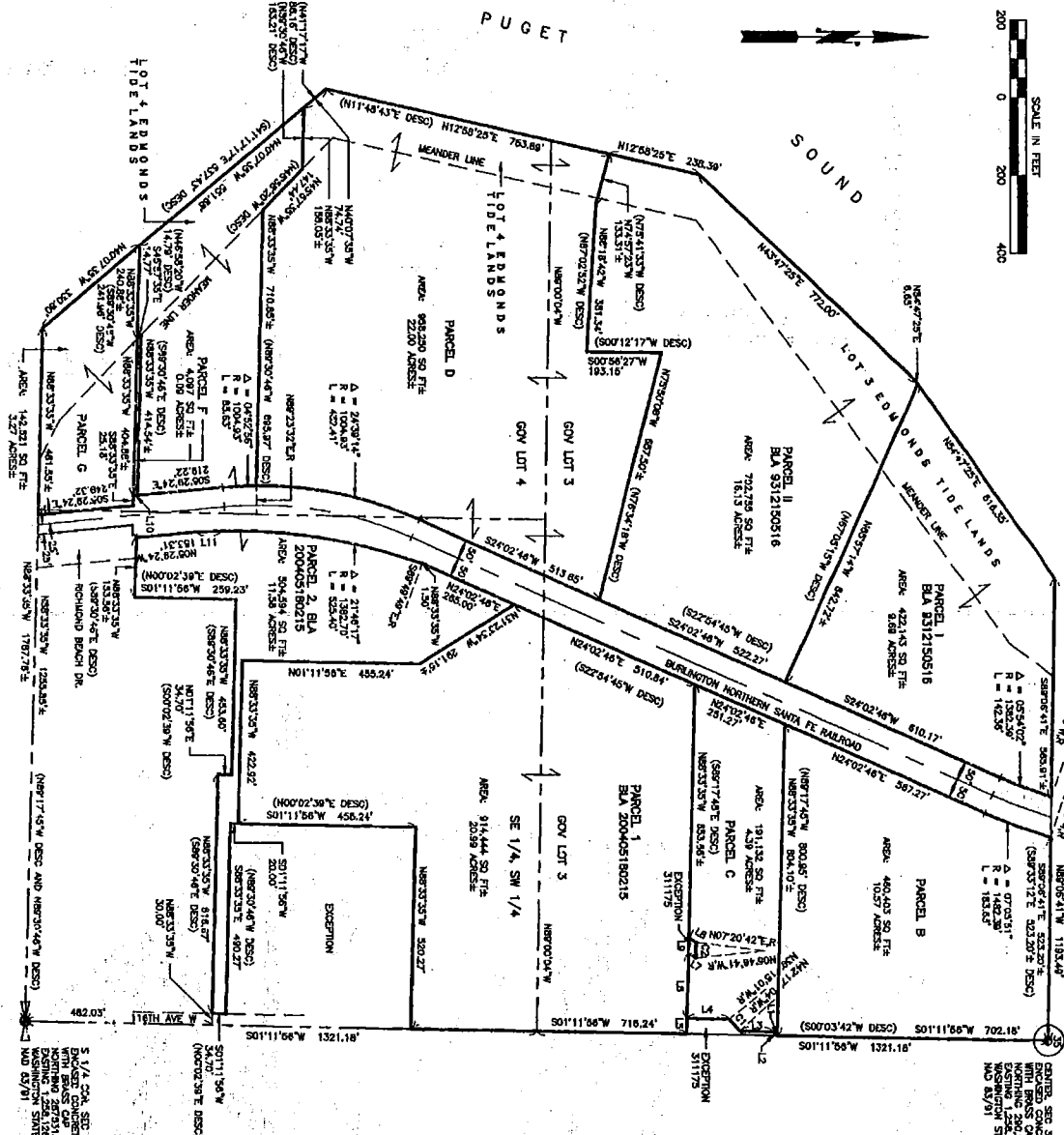
728 134th Street SW · Suite 200  
 Everett, Washington 98204  
 Ph: 425 741-3800

## CHEVRON TEXACO, POINT WELLS BOUNDARY LINE ADJUSTMENT









CURVE TABLE	RADIUS	LENGTH
CURVE D3702	782.00	40.85
C2 150723	178.20	40.86

TOTAL OWNERSHIP DESCRIPTION

TO THE MAP ON FILE IN CLALLAM, WASHINGTON ENTITLED "THAT OF THE LANDS OF THE FIRST CLASS AT THE TOWN OF EDWARDS" IN SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., SNOHOMISH COUNTY, WASHINGTON LYING WEST OF THE WESTEDLY BOUND OF MAY LAKE OF THE EXISTING NORTHERN SANTA FE RAILWAY;

COMMENCED AT THE SOUTH QUARTER CORNER OF SAID SECTION 35, THENCE NORTH 01°11'34" EAST ALONG THE NORTH SOUTH CENTRELINE OF SAID SECTION A DISTANCE OF 482.03 FEET; AND THE POINT OF BEGINNING OF THIS LINE DESCRIPTION; THENCE NORTH 86°37'35" WEST A DISTANCE OF 646.67 FEET; THENCE NORTH 01°11'36" EAST A DISTANCE OF 54.70 FEET; THENCE NORTH 86°33'33" WEST A DISTANCE OF 453.80 FEET; THENCE SOUTH 01°11'36" WEST A DISTANCE OF 239.23 FEET; THENCE NORTH 86°37'35" WEST A DISTANCE OF 1512.90 FEET; MORE OR LESS, TO SAID EXISTING RIGHT-OF-WAY LINE AND THE TERMINUS OF THIS LINE DESCRIPTION.

AND DECEY THAT PORTION DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTH QUARTER CORNER, THENCE NORTH 07°11'56" EAST 125.67 FEET TO THE POINT OF BEGINNING, NORTH 08°33'35" WEST A DISTANCE OF 504.27 FEET, THENCE NORTH 07°11'56" EAST A DISTANCE OF 474.244 FEET, THENCE SOUTH 85°33'35" WEST A DISTANCE OF 520.27 FEET, THENCE SOUTH 85°33'35" WEST A DISTANCE OF 520.27 FEET TO A POINT OF BEGINNING, THENCE SOUTH 07°11'56" EAST ALONG SAID COURSELINE A DISTANCE OF 474.244 FEET TO THE POINT OF BEGINNING, AND DECEY THOSE PORTIONS CONVEYED TO SUNDOWNHILL COUNTY, NOT INCLUDED IN THE VACATION OF HEARDEN ROAD FOR ROAD PURPOSES DEED RECORDED UNDER AUDITOR'S FILE NUMBER 3111121.

CONTAINING 4,289,877 SQUARE FEET OR 86.17 ACRES MORE OR LESS.

SITUATED IN GOVERNMENT LOT 3 AND IN  
GOVERNMENT LOT 4 AND IN THE SE 1/4 OF THE  
SW 1/4, SECTION 35, TOWNSHIP 27 NORTH, RANGE  
3 EAST W.M.

RECORD OF SURVEY FOR

**CHEVRON TEXACO**

IN SECTION 35, T.27N., R.3E., W.M.

Reid Middleton

728 134th Street SW • Suite  
Everett, Washington 98204

ISSUED BY	DATE ISSUED	CHECKED BY	DATE CHECKED	SCALE
AMP	05-18-04	WLF		1" = 20'

RECORDING CERTIFICATE AT NO. 200-1052455217  
FILED FOR RECORD BY JERRY J. FRANKLIN THIS 24 DAY OF May  
2024 A.D. AT 02 MINUTES PAST 2 O'CLOCK A.M. AND RECORDED IN VOLUME  
--- OF SHERIFFS ON PAGE --- RECORDS OF SNOWBUSH COUNTY,  
WASHINGTON.  
Rob Terrellinger Al Clayton  
COUNTY AUDITOR DEPUTY AUDITOR

**SURETORS CERTIFICATE**

THIS WUP CORRECTLY REPRESENTS A SURETY MADE BY ME OR UNDER MY DIRECTION IN COMPLIANCE WITH THE REQUIREMENTS OF THE SURETY REPOSING ACT AT THE REQUEST OF CHEMCON TEXACO

THIS 24<sup>TH</sup> DAY OF JULY 2004

*Samuel H. Goodwin*  
REGISTERED SURETORS

L.S. NO. 37527

[illegible]

1. WATER RIGHTS ESSENTIAL AND ASSESSMENT, REG. NO. 273032. UNABLE TO PLT.
2. POLE LINE ESSENTIAL, REG. NO. 433520. UNABLE TO PLT.
3. RAILROAD TRACK ESSENTIAL, REG. NO. 213070. UNABLE TO PLT.
4. 10' PAD ELECTRICAL ESSENTIAL, REG. NO. 6503160000. UNABLE TO PLT.

A vertical scale bar labeled "SCALE IN FEET" with markings at 200, 0, 200, and 400. The bar is oriented vertically with the 0 mark in the center. The markings are at 200, 0, 200, and 400 feet. The bar is oriented vertically with the 0 mark in the center. The markings are at 200, 0, 200, and 400 feet.

IN SECTION 35, T.27N., R.3E., W.M.  
SNOHOMISH COUNTY, WASHINGTON

723 134th Street SW • Suite 200  
Everett, Washington 98204  
206-485-7147

DATE	05-18-04	ORDER BY	JLF	DATE ORDERED	2002	PLT NO.	222004001
AMP					1" = 200'		2 of 3

